



# State of Alaska

## Division of Personnel and Labor Relations

### Telecommuting Policy

#### I. Policy

This policy provides direction and guidance for establishing employee telecommuting arrangements.

**Whether or not to allow telecommuting for any group/unit of employees or an individual employee is exclusively a management decision.** Telecommuting is an arrangement to permit employees to perform their job duties at an alternate work location in accordance with a Telecommuting Work Agreement (TWA). Agencies may allow participation in telecommuting to the greatest extent possible without diminished services or employee performance. Telecommuting is an arrangement established first and foremost to facilitate the accomplishment of work.

Telecommuting arrangements must conform to all State laws, regulations and policies regarding State employment. Telecommuting assignments do not change the conditions of employment or required compliance with policies. Each agency is responsible for ensuring compliance with the provisions of this policy.

Agencies are encouraged to maximize the use of telecommuting wherever practicable. **Agencies have the sole discretion to designate groups/units, positions and individual employees suitable for telecommuting.** The expectation is there will be no disruption of service or decline in the quality of services provided by the agency to the customers served.

**Telecommuting is not an employee benefit or right. Employee participation in telecommuting is voluntary.**

#### II. Guidelines

**A. Telecommuting is available to employees when approved by supervisors.** These guidelines do not apply to employees who work at home as a temporary or permanent reasonable accommodation approved under the Americans with Disabilities Act.

**B. Telecommuting generally falls into one of two categories:**

1. Routine: Routine telecommuting is when the arrangement occurs as part of a regular and ongoing schedule.
2. Situational: Situational telecommuting is approved on a case-by-case basis, where the hours worked were not part of a previously approved, ongoing and regular telework schedule. Examples of situational telecommuting include for reasons such as inclement weather, pandemic health crisis, special work assignments, or other natural or human-caused disaster. These agreements may also be referred to as episodic, intermittent, unscheduled, or *ad hoc* telecommuting. These types of agreements only require supervisor approval and do not require a Telecommute Request Form or Telecommute Work Agreement (TWA).

**C. Telecommuting arrangements may be on a part-time or full-time basis.** Initial telecommuting arrangements may only be approved for a period up to 6 months, and then must be reviewed prior to extending. Once an arrangement has been shown to be successful, it may be approved for up to 12 months at a time.

**D. Employees must have written approval from his/her supervisor prior to beginning a telecommute arrangement.** If working away from their duty station city an employee must have an approved Letter of Agreement (LOA) between the State and the union before beginning a telecommute arrangement.

- E. Management retains the right to approve or deny requests based on established criteria.** Telecommuting should only be considered if mutually beneficial for the agency and the employee. In deciding whether to approve an employee's request for telecommuting, the supervisor shall consider the following factors:
  - 1. The position's suitability for telecommuting;
  - 2. The employee's suitability for telecommuting; and
  - 3. The mutual benefits to the agency and the employee.
- F. Managers will monitor employee compliance** with the TWA; relevant state policies; performance standards; expectations for work products; productivity; and time accountability.
- G. Employees must be available during work hours established in their TWA.** Absences (including unavailability during work hours) must be pre-approved. Employees must account for all time worked and use leave, as appropriate, with prior management approval only.
- H. Managers are responsible for providing employees clear direction on assignment and project expectations.** Management will provide the employer's expectations to the employee relating to performance, assignments to be completed, timely response to e-mail and phone calls, etc.
- I. Supervisors must ensure adequate office coverage at all times.** Coverage requires someone present in the office who can adequately resolve an issue in a timely manner. Absences due to leave, training, holidays and Alternate Work Schedule (AWS) schedules must be addressed when participants and supervisors arrange TWA plans to ensure adequate office coverage.
- J. Employees are expected to attend scheduled meetings in person,** unless they receive specific exemption. Supervisors can provide blanket exemptions to in-person meeting requirements for telecommuting employees located outside of driving distance to the meeting location.
- K. Telecommuting is not intended to be a substitute for dependent care.** Employees shall continue to make arrangements for child/dependent care to the same extent as if the employee was in the workplace. However, having a dependent at home will not necessarily prohibit an employee telecommuting. Requests will be reviewed on a case-by-case basis. Supervisors can suspend TWAs for employees who use them to enable child/dependent care.
- L. Travel to and from the telecommuting location to attend work-related meetings and events on telecommuting days is not reimbursable.** This does not apply if employee is telecommuting in a location outside of their normal duty station.
- M. The telecommute location will require adequate workspace, light, telephone service, power and temperature control.** The employee will provide telecommute worksite furniture and equipment and should maintain a clean and safe workspace. The State will not pay operating costs, maintenance, system upgrades, or other incidental costs (e.g., utilities, telephone, or Internet access) associated with the use of an employee's telecommuting site.
- N. The employee is responsible for protecting State equipment from damage and unauthorized use.** The employee shall be responsible for notifying their supervisor immediately of any damage, theft or loss of any issued State property. In the event of theft of the equipment, the employee shall be responsible for immediately reporting the theft to local law enforcement. Any State-provided equipment will be used only by the employee to complete State work. It is not for personal use by the employee or the employee's family members. All use will comply with the SOA OIT policy.
- O. The state is not responsible for loss, damage, repair, replacement, or wear of personal property or equipment.** The employee will be liable for any loss or damage to State property. The State retains the right to inspect the worksite. Generally, no additional equipment will be provided to employees to work at

alternative work sites. Any exceptions must be approved by the employee's Director, in consultation with the Office of Information Technology, when appropriate.

**P. It is the responsibility of the telecommuter to determine any income tax implications of maintaining a home office area.** The State will not provide tax guidance nor will the State assume any additional tax liabilities.

**Q. Telecommuting from a location away from the permanent duty station may affect the employee's salary.** Approval to remain on the salary schedule associated with the permanent duty station will only be considered for short-term telecommute arrangements in which the employee maintains their primary residence in that location. Otherwise, the salary schedule will be determined based on the telecommute location for the duration of the telecommute agreement. Specifics regarding the salary schedule for those employees commuting away from the duty station will be addressed in the LOA.

**R. Position Suitability**

An agency may consider allowing telecommuting for certain positions/ job classifications which would lead to efficiencies and effectiveness in daily operations. However, not all positions/job classifications may be appropriate for telecommuting. Agencies shall consider the following factors when determining which positions may be eligible for telecommuting:

1. A high percentage of work can be conducted individually;
2. Collaboration and communication with colleagues can be conducted virtually;
3. Work does not require frequent in-person or *ad hoc* collaboration;
4. Work output and quality is not impacted by location (e.g. quality of customer services);
5. Work is not dependent on specialty equipment, tools/materials and settings (e.g. laboratory) that cannot be reasonably accommodated remotely;
6. Work does not depend on frequent handling of secure materials.

**S. Employee Eligibility**

Telecommuting shall be considered an option at the exclusive discretion of management, not an employee benefit or right. Agency management has the right to initiate, terminate or suspend a telecommuting arrangement for an individual employee or group of employees at any time. Management may designate any group or unit of employees not eligible for telecommuting at any time. Management shall utilize the following criteria in evaluating if an individual employee or group of employees may be eligible for TWAs:

1. Whether the employee consistently demonstrates work habits that are well-suited to telecommuting, including but not limited to: self-motivation, self-discipline, the ability to work independently, manage distractions, meet deadlines, and a demonstrated record of meeting established performance expectations;
2. Whether the employee has consistent telecommute location and know who would potentially have access to that location; and
3. Whether the employee has the technical capacity to work remotely, including consistent internet connection, electricity, phone reception, ability to keep sensitive or confidential materials secure, etc.

An employee may **not** be eligible to participate in Remote work (pursuant to agency discretion) if:

1. The employee has received formal discipline for performance or conduct or a Performance Improvement Plan (PIP), during the previous 12 months; or
2. The employee has not gained permanent status in their current position. This requirement can be waived with approval from the Division Director or agency Commissioner, as appropriate.

**T. Telecommuting employees will report any work injuries to their supervisor immediately.** An employee at his/her telecommuting location during telecommuting hours while performing work duties will need to complete the Notice of Occupational Illness or Injury form as soon as possible, but not later than 10 days after the injury.

## **U. Weather and Safety Considerations**

1. If severe weather is predicted, employees must prepare to work from their alternate work site on a day when unscheduled telework is authorized, including taking their State laptop and cell phone home with them, if applicable.
2. The telecommuting location(s) will be unaffected by emergencies that lead to office closings and released from work at the employee's central workplace. If work can proceed at the alternate work site(s), then the employee may not be excused from duty because other employees elsewhere have been released or excused from reporting.

## **V. Exceptions to any of these guidelines are subject to agency Commissioner discretion on a case-by-case basis.**

## **III. Procedures**

Written requests for telecommuting arrangements shall be submitted to the Division Director. Requests can be submitted electronically, paper form, or through an electronic system on the Division of Personnel's website (once developed). The Division Director will be responsible for approving telecommuting requests where the employee is working remotely within the state of Alaska. The agency Commissioner must approve all requests for telecommuting outside the state.

All telecommuting agreements must contain an acknowledgement by the employee that agency management has the right to initiate, amend, terminate, or suspend a telecommuting arrangement at any time. All telecommuting agreements must contain an acknowledgement by the employee that supervisors can suspend TWAs for employees who use them to enable child/dependent care.

### **A. Requests must document the following:**

1. Reason for the request
2. Benefits to agency/employee
3. Position's suitability for telecommuting
4. Employee's suitability for telecommuting
5. Expected duration
6. Location(s) from which employee anticipates working
7. Schedule for employee

### **B. Approval flow for In-State Telecommuting:**

1. Employee submits request with above information to Supervisor
2. If Supervisor approves request, Supervisor submits request to the Division Director
3. If the Director approves the request, the Supervisor and employee complete a Telecommuting Work Agreement (TWA). Both the employee and supervisor must sign the TWA prior to the implementation of the telecommuting arrangement.
4. Copies of the approved Telecommute request and signed TWA will be submitted to the Human Resource Office for tracking and maintained in the supervisor's file.
5. If the telecommuting arrangement involves working away from the employee's duty station city, a Letter of Agreement (LOA) with the Employee's union will be required. The agency HR staff will coordinate with Division or Personnel & Labor Relations (DOPLR) to obtain the LOA. The LOA must be finalized before the employee begins telecommute work.
6. Agency HR staff submits a copy of the approved LOA to the Division of Personnel and Labor Relations (DOPLR) Payroll Services immediately upon signing and informs the employee to contact DOPLR regarding potential salary schedule changes.
7. The Supervisor and Employee review the TWA at 6 months to evaluate the Employee's performance while telecommuting. If the Employee is meeting expectations while telecommuting, the TWA can be extended for up to one year.

### **C. Approval flow for Out-of-State Telecommuting:**

1. Employee submits request with above information to Supervisor
2. If Supervisor approves request, Supervisor submits request to the Division Director
3. If the Director approves the request, the Director submits request to the Commissioner's Office.
4. If the Director and Commissioner approves the request, the Supervisor and employee complete a Telecommuting Work Agreement (TWA). Both the employee and supervisor must sign the TWA prior to the implementation of the telecommuting arrangement.
5. Copies of the approved Telecommute request and signed TWA will be submitted to the Human Resource Office for tracking and maintained in the supervisor's file.
6. The agency HR staff will coordinate with Division or Personnel & Labor Relations (DOPLR) to obtain the LOA. The LOA must be finalized before the employee begins telecommute work.
7. Agency HR staff submits a copy of the approved LOA to the Division of Personnel and Labor Relations (DOPLR) Payroll Services and Division of Finance (DOF) immediately upon signing. Agency HR informs the employee to contact DOF regarding potential state tax withholdings and DOPLR Payroll Services for potential salary schedule changes. Employee must submit the applicable state tax paperwork within 3-5 business days from the signing of the LOA.
8. The Supervisor and Employee review the TWA at 6 months to evaluate the Employee's performance while telecommuting. If the Employee is meeting expectations while telecommuting, the TWA can be extended for up to one year.

### **D. Contents of the TWA**

The TWA sets out the specifics for the individual circumstance of the telecommuting arrangement including state and personal equipment to be used, days/hours of work, location of work, general duties to be performed and method(s) of assessing telecommuting performance. A template for a TWA is attached as Appendix A.

### **E. Renewing the TWA**

1. The TWA must be discussed and renewed at least annually, or whenever there is a major change in job duties.
2. The TWA may be canceled by the employee with 15 calendar days written notice.
3. The supervisor may cancel this agreement and instruct the employee to resume working at the duty location at any time. If the employee is telecommuting from a location outside their normal duty station, the supervisor shall give 15 calendar days notice when cancelling the agreement.

### **F. Denials of Telecommuting**

Managers must notify employees and discuss denials of telecommuting requests, providing a reason for the denial, such as:

1. Meetings;
2. Detailed supervision required;
3. Pending deadline;
4. Technology limitations (e.g., no Internet access; inability to reach via telephone if needed);
5. Special need related to work assignment;
6. Office coverage;
7. Personal engagement with customers, clients, or stakeholders;
8. Insufficient notification;
9. Not in an eligible group/unit;
10. Precluded by hiring agreement; and
11. Other – must provide reason.

# Addendum A



## State of Alaska Telecommuting Work Agreement

New Agreement (6 months max):

Renewal Request (1 year max):

In-State:

Out-of-State:

### Employee Information

Name:

Employee ID:

Job Title:

Position # (PCN):

Department:

Division:

Main Workplace Address:

Telecommute Address:

Supervisor's Name:

Supervisor's Title:

The employee volunteers to participate in the telecommuting program and to follow the applicable guidelines. The employer agrees to the employee's participation.

This agreement is effective from \_\_\_\_\_ to \_\_\_\_\_ (not to precede required approval by the Division Director/Commissioner or exceed one year). The employee may request his/her participation in the telecommute work agreement be terminated by notifying his/her supervisor in writing with 15 calendar days notice. The agency shall arrange for the employee to return to work at the main workplace within a reasonable time after receipt of the written request. Agency management may cancel this agreement and instruct the employee to resume working at the main workplace at any time. If telecommuting is out of state, management shall give 15 calendar days notice when cancelling the agreement.

**Work Site:** The main workplace and the telecommute address are designated above. The employee agrees to work at the main workplace or telecommuting work location and not from another unapproved site.

**Dependent Care:** The employee will continue to make arrangements for dependent care to the same extent as if the employee was working at the main workplace. However, having a dependent at home will not necessarily prohibit an employee telecommuting. Requests will be reviewed on a case-by-case basis.

**Work Hours:** Work hours and location are specified below. All pay, leave and travel entitlement will be based on the employee's main workplace.

**Note:** Based on necessity of business, the supervisor may require the employee to alternate days and/or report to the main workplace on a scheduled telecommuting day. Employees are expected to attend scheduled meetings in person, unless telecommuting outside of the official duty station.

Work Days	Schedule Start Time	Schedule End Time	Total Hours	Telecommute Work Hours	Main Workplace Work Hours
Monday					
Tuesday					
Wednesday					
Thursday					
Friday					
Saturday					
Sunday					

**Meal break:** A meal break of not less than 30 minutes nor more than one hour will be allowed approximately midway of each shift.

**Leave:** Employees must obtain supervisory approval before taking leave in accordance with established agency procedures. The employee agrees to follow established procedures for requesting and obtaining approval of leave.

**Equipment:** The State is not required to provide equipment for the telecommute location; however, with the approval of the supervisor, the telecommuter may be provided State-owned equipment necessary to perform work assignments.

**State-owned Equipment to be Provided:**

Equipment	Property Tag Number	Serial Number

**Personal Equipment to be Used:**

State provided equipment will be used only by the employee to complete State work. It is not for personal use by the employee or the employee's family members. All use will comply with the SOA OIT policy.

**Maintenance of Equipment:** Equipment provided by the employer must be protected against damage and unauthorized use. Employer-owned equipment will be serviced and maintained by the employer. Equipment provided by the employee will be at no cost to the employer and will be maintained by the employee. If equipment malfunctions, the employee must notify his/her supervisor immediately. All repairs to State equipment must be conducted at the central workplace or State approved facility. The telecommuting employee is responsible for returning malfunctioning equipment to the central workplace for repair. If the malfunction precludes the employee from performing work assignments, the employee will be assigned to a different project or required to return to the main workplace.

**Costs:** The employer will not be responsible for operating costs, home maintenance, personal cell/home telephone expenses, Internet fees/rates, or any other incidental costs (e.g., utilities), associated with the use of the employee's residence. The employee does not waive entitlement to reimbursement for authorized expenses incurred while conducting official business for the employer.

**Liability:** The state is not responsible for loss, damage, repair, replacement, or wear of personal property or equipment. The employee will be liable for any loss or damage to State property. The State retains the right to inspect the worksite. Generally, no additional equipment will be provided to employees to work at alternative work sites. Any exceptions must be approved by the employee's Director, in consultation with the Office of Information Technology, when appropriate.

The employee shall return all State equipment in good working condition, normal wear and tear excluded. The employee is responsible for notifying their supervisor immediately, within 24 hours, of any damage, theft or loss of any issued State property and will be liable for that loss. In the event of theft of the equipment, the employee shall be responsible for reporting the theft to local law enforcement.

**Verification of Home Safety:** In signing this agreement, the employee verifies that the telecommute work location provides work space that is free from safety and fire hazards.

**Work Assignments:** The employee will meet with the supervisor to receive assignments and to review completed work at least once a week. The employee will complete all assigned work according to procedures mutually agreed upon with the supervisor.

**Work Plan:** Provide a description of the duties to be performed and how work products and output will be assessed for performance.

**Duties to be Performed:**



**Method of Assessing Performance:**

**Evaluation:** The evaluation of the employee’s job performance will be based on established standards. Performance must remain satisfactory to remain a telecommuter.

**I agree to abide by this Work Agreement and all requirements of the Telecommuting Policy. I understand that telecommuting is voluntary, and I may stop telecommuting at any time with fifteen days written notice. I also understand that management has the right to initiate, amend, terminate or suspend this agreement at any time. I understand that my supervisor can suspend this agreement if it is being used to enable child/dependent care. I understand that failure to comply with the provisions of this Agreement and the Telecommuting Policy may result in termination of the agreement, and/or other appropriate disciplinary action.**

**I understand that if the telecommute location is outside my official duty station that this agreement is contingent upon a Letter of Agreement (LOA) being approved between the State and my union and could result in a change of salary schedule. I understand that if a LOA is not approved this agreement will be considered cancelled.**

Employee Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**I understand and will ensure compliance with the provisions of the Agreement.**

Supervisor Signature: \_\_\_\_\_ Date: \_\_\_\_\_

cc: Agency Human Resource Office