
WEST VIRGINIA DEPARTMENT OF ADMINISTRATION

WORK AT HOME (TELECOMMUTING) POLICY

I. PURPOSE: The purpose of this policy is to establish rules and procedures for Department of Administration Work at Home Policy.

II. DEFINITIONS:

- A. Working at Home: Working at home or “telecommuting” is a benefit offered where selected employees are allowed to work at home during scheduled business hours rather than commuting to an office on a daily basis.
- B. Appropriate Home Worksite: A work area in the home that is free of interruptions and contains the necessary equipment needed to perform assigned tasks.
- C. Department: The Department of Administration and its divisions/agencies only.
- D. Supervisor: The person responsible for planning, assigning, and reviewing the work of subordinate employees and for conducting employee performance appraisals.
- E. Work-at-Home Contact Person: The person assigned the responsibility for ensuring that the proper paperwork is completed for employees in his/her division/agency that wish to work at home. The person will also assist the employee and supervisor with any problems they may encounter.
- F. Work-at-Home Assignment: An agreement that outlines the agreed upon terms and conditions of the participants in a work-at-home program. Must be completed and on file in the division/agency where participant works. (A copy can be found at the end of this policy).

III. POLICY:

- A. Any employee wishing to work at home shall discuss with his/her immediately supervisor the possibilities of entering the program. Each supervisor must carefully evaluate the needs of the division/agency and the needs of the employee to decide whether the employee is eligible to work at home. (See B below) Written reasons for denial must be given to the employee and kept on file.
- B. The minimum requirements to be eligible to work at home are as follows:
 - 1. The employee’s most recent performance appraisal must be “exceeds” or “far exceeds” expectations.
 - 2. Employee must have a minimum of one year of continuous employment in current position.
 - 3. Employee must have shown a pattern of good time management.
 - 4. Employee must have no record of abuse of sick leave.
- C. The employee may work no more than 3 days per week at home.
- D. The employee must prove that he/she has an appropriate home worksite.

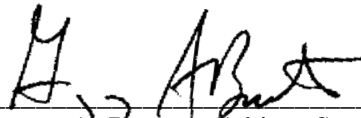
- E. Any equipment necessary for the employee to perform his/her job shall be provided by the division/agency, if available, and if funds allow.
- F. Each division/agency of the Department of Administration should appoint a representative to assist employees in completing the necessary paperwork, ensuring adherence to the policy, and troubleshooting. This requires a minimum amount of responsibility and should not place a lot of paperwork on the representative.
- G. Any employee's/division's participation must be subject to the approval of the division director/agency head.
- H. The employee and supervisor shall complete the work-at-home agreement found at the end of this policy and forward the agreement to the work-at-home contact person. This agreement shall be signed by all parties including the employee, supervisor, and division director/agency head.
- I. An employee's approval to work at home may be revoked at any time by either the employee or his/her division director/agency head, provided that all parties be given reasonable notice, if at all possible, of the intent to terminate the Agreement.
- J. The work-at-home program should not be considered as a substitution for in-home child care. If a child is present during scheduled work hours, the employee must have arrangements for the care of that child.
- K. Modification of the terms and conditions of this policy may be authorized by the Secretary of the Department upon written request of the division director/agency head. If the exemption is granted, the attached "Work at Home Agreement" will be modified.

II. EFFECTIVE DATE: Unknown.

IV. REISSUANCE DATE: September 1, 2002.

V. POLICY NUMBER: DOA-P3.

Approved and reissued by



Gregory A. Burton, Cabinet Secretary
Department of Administration

Date: September 1, 2002.



WEST VIRGINIA DEPARTMENT OF ADMINISTRATION

WORK AT HOME (TELECOMMUTING) AGREEMENT

This is an agreement between:

_____ and _____
(Division/Agency Name) (Employee Name)

This agreement establishes the terms and conditions of the Work at Home Program.

The employee volunteers to participate in the Work at Home Program and to follow the applicable guidelines and policies. The employer agrees with the employee's participation.

DURATION: The work-at-home agreement will extend from _____ to _____. This agreement will be valid until canceled by either party, provided that all parties are given reasonable notice, if at all possible, of the intent to terminate the agreement.

WORK HOURS: Work hours and location are specified as part of this agreement.

PAY AND ATTENDANCE: All pay, leave, and travel entitlement will be based on the employee's official duty station. The employee's time and attendance will be recorded as if performing official duties at the office.

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

OVERTIME: The employee will continue to work in pay status while working at the home office. An employee working overtime ordered and approved in advance will be compensated in accordance with applicable law and rules. The employee understands that the supervisor will not accept the results of unapproved overtime work. The employee agrees that failing to obtain proper approval for overtime work may result in removal from the Work at Home Program or other appropriate action.

AGENCY-OWNED EQUIPMENT: In order to effectively perform their work, employees may use the Agency's equipment at the Work at Home location, with the approval of the supervisor. The equipment must be protected against damage and may be used for Agency work only. Agency-owned equipment will be serviced and maintained by the Agency. Equipment provided by the employee will be at no cost to the Agency and will be maintained by the employee.

LIABILITY: The Agency will not be liable for damages to the employee's property resulting from participation in the Work at Home Program.

COST: The Agency 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 does not give up any reimbursement for authorized expenses incurred while conducting official duties at the Work at Home location.

WORKERS COMPENSATION: The employee is covered by Workers' Compensation if injured in the course of performing official duties at the Work at Home location.

WORK ASSIGNMENTS: The employee will meet with the supervisor to receive assignments and to review completed work. The employee will complete all assigned work according to procedures determined by the supervisor.



WEST VIRGINIA DEPARTMENT OF ADMINISTRATION

WORK AT HOME (TELECOMMUTING) AGREEMENT

CHILD CARE: Both parties agree that the Work at Home Program will not be a substitution for in-home child care. If a child is present during scheduled work hours, the employee must agree to make arrangements for the care of that child.

EVALUATION: The evaluation of the employee’s job performance will be based on established standards. Performance must remain in the status of “exceeds” or “far exceeds” requirements to remain in the Work at Home Program.

RECORDS: The employee will apply approved safeguards to protect records from unauthorized disclosure or damage. All records, papers, and correspondence must be safeguarded for their return to the office.

CURTAILMENT OF THE AGREEMENT: The employee may stop participating in this program at any time. Management has the right to remove the employee from the program if participation fails to benefit organizational needs. The employee agrees to work at the office or Work at Home location, and not from any other unapproved site. Failure to comply with the provision may result in termination of the agreement, and/or other appropriate disciplinary action.

WORK HOURS AND LOCATION: The following are the working hours and location which are agreed to as a part of the Work at Home Program:

OFFICIAL WORK LOCATION: _____

WORK AT HOME LOCATION: _____

GENERAL WORK HOURS:

DAY	HOURS		LOCATION: (O=Official Office; H=Home Location)
	FROM	TO	
Monday	_____	- _____	_____
Tuesday	_____	- _____	_____
Wednesday	_____	- _____	_____
Thursday	_____	- _____	_____
Friday	_____	- _____	_____
Daily Lunch Period	_____	- _____	_____

We agree to abide by the terms and conditions of this agreement:

Employee: _____ Date: _____

Supervisor: _____ Date: _____

Division Director/
Agency Head: _____ Date: _____