

College of Engineering (COE) Staff Alternative Worksite Policy

Revised effective November 17, 2021

I. PURPOSE:

It is the policy of the UNL College of Engineering to allow the use of alternative worksites (AWS), hereinafter referred to as AWS, when deemed appropriate for eligible employees. The purpose of this policy is to describe AWS principles, along with the request and approval processes.

1. AWS is not an employee right or benefit. It is a discretionary management tool.
2. Supervisors or college administrators reserve the right to request staff with approved AWS agreements to attend meetings/events on campus, on days/times when the employee is ordinarily scheduled to work from a remote location or workplace.
3. AWS agreements will be reviewed at a minimum on a semester-by-semester or summer basis.
4. Participants' benefits, status, and salary do not change due to AWS agreement.
5. Workers' Compensation, FLSA, FMLA, and other laws apply when working at an alternate office location.
6. The AWS in no way bypasses existing FMLA and/or ADA processes at UNL. Should an employee wish to discuss alternative work arrangements related to FMLA or ADA, please contact College Human Resources.
7. Notwithstanding specific, fully remote arrangements, some in-person presence on campus is necessary. In the COE, we will require in person staff representation in each department/unit.

COE is supportive of staff working remote schedules when consistent with the above principles and agreement. AWS may provide the following benefits:

1. Work/Life Balance (less time spent in travel to/from the office)
2. Increased productivity
3. Address lack of office space
4. Increased job satisfaction
5. Increased employee recruiting and/or retention opportunities

II. DEFINITIONS:

- a. Eligible Employee: an employee identified, by the employee's supervisor, as being suitable (e.g. consistent performer, work lends itself to remote completion, etc.)
- b. Remote Work: working at a location other than the employee's customary worksite.
- c. Remote Worker: a person who is regularly scheduled to work at home, or a satellite office to produce an agreed upon work product.

III. EMPLOYEE PARTICIPATION:

Following approved AWS agreements, employees are expected to maintain the same level of productivity and responsiveness in their assigned duties and their regular work schedule as if working in the office.

This includes having the appropriate hardware and software, remote access to their work computer, the ability to forward work phone, the ability to talk with supervisor, colleagues, campus, and collaborators.

Remote work is voluntary on the part of the supervisor and employee. As stated above it is not an employee right. The supervisor will determine which employee(s) are in positions suitable for such agreements. The employee must be suitable for remote work; the employee must want to work remotely; and the supervisor must be willing to allow employee to work remotely where deemed appropriate. At the discretion of the supervisor, the employee will be permitted to work remotely on designated day(s). The following criteria shall be utilized in determining position(s) and employee(s) suitable for remote work:

1. The position has tasks which are portable and can be performed away from the main worksite.
2. The employee has a history of consistently meeting job expectations in the previous and current year.
3. The employee is a successful performer, works independently and does not need to be on campus for meetings with campus staff/faculty or internal meetings on a daily basis. If personal contact is intermittently required, the employee and supervisor/manager must outline how the employee can meet the requirements for necessary face-to-face contact required by the job.
4. The employee has the requisite technical skills and has a designated space at the off-site location which would be necessary for the completion of tasks. By 'requisite technical skills,' the employee must be able to access all needed applications and data and be able to accomplish basic troubleshooting from the off-site location. Staff who need to discuss sensitive or confidential information with students, staff, or faculty on Zoom, will need appropriate work space where they can hold such discussions discretely and with minimal/or no interruptions.
5. Work of the position can be monitored with quantifiable tasks; quantity and quality should be measured as is currently being done in the office; for non-quantifiable or project-oriented tasks, measuring normally involves: establishing the nature and objective(s) of the tasks; setting a deadline or due date; and setting progress or status report/meeting dates.

IV. EXPECTATIONS:

1. The terms "remote work location" or "remote workplace" shall mean Employee's residence, or any remote office location approved by COE. The term "office" shall mean employee's usual and customary work address.
2. It is expected that if the off-site internet connection will be down for more than two hours, the employee will travel to the COE office location or take appropriate vacation leave until the connection is reestablished. Travel time to the work location is not counted as work time.
3. At the discretion of the Manager/Supervisor, an email "check-in/check-out," process may be implemented to track and communicate when employees are logged in for work.
4. For the agreement to succeed, it must be a seamless operation and the Employee needs to be as accessible during the agreed-upon work hours just as on-site colleagues are, regardless of work location.
5. The College will provide the Employee certain equipment such as computer hardware/software as deemed necessary to perform assignments off-site. Equipment provided by COE is the sole and exclusive property of the University of Nebraska and is subject to the same business use restrictions as if it were on-site. The Employee shall be liable for the condition of the equipment, except for normal wear and tear, and for damages caused by unauthorized use of such equipment.
6. Upon signature of this AWS, the Employee certifies that all equipment provided by the University of Nebraska are properly reported to COE Business office to be logged into the Objects on Loan system.
7. This AWS agreement is not to be viewed as a substitute for regular family care arrangements.
 - a. We understand that due to occasional school, daycare and eldercare facility closings that employees may be providing care to dependents concurrently while performing work responsibilities.
 - b. Employees should do their best to adjust timesheets if applicable and take the appropriate Vacation/Sick Leave to offset the time spent providing this care.
 - c. Employees must strive to keep their supervisor and colleagues notified as reasonably as possible if a significant shift in the proposed work schedule must occur due to these care obligations.

8. The Employee agrees to abide by the work schedule set forth in this agreement, which may be amended from time to time by the Manager/Supervisor or by mutual agreement. The Employee acknowledges and agrees that compliance with this schedule is necessary to ensure maximum accessibility.
9. The Employee must obtain prior Supervisor approval for working outside of the scheduled hours per day, including any overtime. A standard schedule is required to be shared with co-workers and colleagues, so other staff know how/where the Employee can be contacted.
10. Requests for vacation, sick and administrative leave will be handled the same as if the Employee was at the office, including prior notification.
11. All employees are expected to follow the inclement weather policy.

V. AGREEMENT PROCESS:

To initiate an AWS agreement, the employee shall request such an arrangement through discussion (in-person, via Zoom or via email) with the Manager/Supervisor. If the Manager/Supervisor agrees that the employee is appropriately qualified for such an arrangement, the supervisor and employee shall review and complete the following:

1. A formal AWS Agreement (which outlines terms and conditions between employee and supervisor for the duration of the agreement); and
2. A formal AWS Schedule (as noted on the Agreement)

Once completed, this document shall receive the written approval of the supervisor, Chair/Director and Dean approval prior to the start of the agreement. All agreements will be reviewed on a semester-by semester or summer basis.

The AWS agreement is voluntary and may be terminated for any reason by the employee, supervisor, or COE at any time. In addition, the agreement is limited to the current supervisor/employee reporting relationship and is not guaranteed to continue into a new supervisory or reporting relationship.

VI. EMPLOYMENT AND DISCIPLINE:

The remote worker's duties, responsibilities, conditions of employment, salary and benefits shall be unaffected by working remotely. All work hours, overtime compensation (if applicable) and leave usage will continue to conform to the established University policies and procedures as well as the COE AWS Agreement. The University's established disciplinary procedures and drug and alcohol policies will remain in force and are not affected by the employee's status as a remote worker. COE will take appropriate disciplinary action against the employee for failure to comply with the provisions of the Agreement.

VII. POLICY IMPLEMENTATION

This policy was revised effective November 17, 2021, and will remain in effect until modified or rescinded. Requests for AWS arrangements for upcoming academic semesters should be submitted to the employee's supervisor by deadlines in July and December each year as announced by the Dean's Office. Requests for summer should be submitted to the employee's supervisor by a deadline in April for the upcoming summer (beginning/end dates each summer per mutual agreement with the supervisor) as announced by the Dean's Office. Requests for summer may be submitted in December each year at the discretion of the employee/supervisor.

Agreements approved by the supervisor and/or Chair/Director should be forwarded to Nancy Re nre2@unl.edu for review by the Dean's Office. Decisions on AWS requests will be routed to the employee, supervisor, and/or Chair/Director accordingly. Please allow at least two weeks for process completion. Please direct all questions to Nancy Re.