

**LUCAS METROPOLITAN HOUSING AUTHORITY
PERSONNEL POLICY MANUAL**

**TELEWORKING – ALTERNATIVE WORK
ARRANGEMENT FOR NON-BARGAINING UNIT STAFF**

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Overview

The option to work outside of the traditional office setting gives employees the benefit of working toward a positive work-life balance and presents a positive impact within the organization as it relates to employee engagement, team connectivity, the vibrancy of workplace culture, and attracting and retaining top talent in a competitive market. Lucas Metropolitan Housing Authority (LMHA) considers telework to be a viable alternative work arrangement where service delivery, job, employee, and supervisor characteristics are best suited to such an arrangement. Telework allows employees to work at home, on the road or in a satellite location for all or part of their regular workweek. Telework is a voluntary, mutually agreed-upon work alternative; it is not an entitlement, it is not an organization-wide benefit, and does not change the terms and conditions of employment with LMHA. This policy only applies to select LMHA non-bargaining unit staff in some limited cases.

Procedure

1. Non-bargaining unit employee or the employee's supervisor can suggest teleworking as a possible work arrangement.

2. Telework can be routine or situational. Routine telework is when telework occurs as part of an ongoing, regular schedule. Situational telework, also referred to as intermittent or unscheduled telework, occurs on a case-by-case basis, where the hours worked were not part of a previously approved, ongoing and regular telework schedule. Examples can include, but are not limited to, inclement weather, medical appointments, or special work assignment. All telework arrangements are made on a case-by-case basis, focusing first on the operational needs of LMHA. Such situational arrangements are not the focus of this policy but must be submitted for approval through the Human Resources Department and ultimately approved by the President and CEO prior to implementation.

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3. Non-bargaining unit employees requesting formal teleworking arrangements must be exhibiting, at a minimum, satisfactory job performance.
4. Any teleworking arrangement made will be on a trial basis for the first sixty (60) days, and may be discontinued, at will, at any time at the request of the telecommuter or LMHA.
5. LMHA will determine, with information supplied by the non-bargaining unit employee and the supervisor, the appropriate equipment needs (including hardware, software, wireless high-speed internet, and phone, for each teleworking arrangement on a case-by-case basis. The Human Resources and Information Technology departments will serve as resources in this matter. Equipment supplied by LMHA will be maintained by LMHA. Equipment supplied by the employee, if deemed appropriate by LMHA, will be maintained by the employee. LMHA accepts no responsibility for damage, repairs, maintenance, theft or destruction to employee-owned equipment. The employee must comply with and is responsible for all LMHA policies and procedures including those that outline their responsibility for the maintenance, protection and security of LMHA equipment.

LMHA reserves the right to make determinations as to appropriate equipment, subject to change at any time. Equipment supplied by LMHA is to be used for LMHA business purposes only. The telecommuter must sign an inventory acknowledgement / receipt of all assigned office equipment and agrees to take appropriate action to protect the items from damage or theft. Upon termination of employment or the Telecommuter Agreement, all LMHA property must be returned to LMHA.

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6. Consistent with LMHA's expectations of information security for employees working at the office, teleworking employees will be expected to ensure the protection of proprietary LMHA and customer/resident/employee information accessible from their home office. Steps include the use of locked file cabinets and desks, regular password maintenance, and any other steps appropriate for the job and the environment.

7. The employee will establish an appropriate work environment within his or her home for work purposes. LMHA will not be responsible for costs associated with initial set-up or maintenance of the employee's home office such as remodeling, furniture or lighting, nor for repairs or modifications to the home office space. Employees will be offered appropriate assistance in setting up a workstation designed for safe, comfortable work. Employees who do not have or are not able to provide themselves an ergonomically appropriate workplace should not telework and should work at their regular LMHA work location.

8. After equipment has been delivered, the employee will be required to complete a Work-at-Home Self-Certification Safety Checklist. The checklist serves as a guide for inspecting the home worksite for possible work hazards. Modification suggestions will be communicated to the employee upon review of the checklist. Recertifications will occur on an as-needed basis. Injuries sustained by the employee while at his or her home worksite and in conjunction with his or her regular work duties are normally subject to workers' compensation policy; however, injuries will be evaluated on a case-by-case basis by the Bureau of Workers' Compensation. Teleworking employees are responsible for notifying LMHA immediately of such injuries in accordance with LMHA's workers' compensation procedures. The employee is liable for any injuries sustained by visitors to his or her worksite.

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9. LMHA will supply the employee with appropriate office supplies (pens, paper, etc.) for successful completion of job responsibilities. LMHA will also reimburse the employee for all other appropriate and supervisor approved LMHA business related expenses such as phone calls and shipping costs that are reasonably incurred in accordance with job responsibilities.

10. The employee, their supervisor and the department head will agree on the number of days of telework allowed each week, the work schedule the employee will customarily maintain [to equal eight (8) hours], and the manner and frequency of communication. The employee agrees to be accessible by phone or email within a reasonable time period during the agreed upon work schedule.

11. Teleworking employees who are not exempt from the overtime requirements of the Fair Labor Standards Act (FLSA) will be required to record all hours worked in a manner designated by LMHA. Teleworking employees will be held to a more stringent standard of compliance than office-based employees due to the nature of the work arrangement. Hours worked in excess of those specified per day and per workweek, in accordance with state and federal requirements, will require advance approval from the supervisor. Failure to comply with this requirement can result in the immediate cessation of the teleworking agreement.

12. Travel between an employee's home and any telework location is considered part of an employee's normal commute and is non-reimbursable. LMHA will continue to provide teleworking employees with appropriate reimbursement for approved LMHA related business travel in accordance with current policy.

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13. Before entering into any telework agreement, the employee and supervisor, with guidance from the Human Resources Department, will evaluate the suitability of such an arrangement, paying attention to the following areas:
- a. Employee suitability. The employee and supervisor will assess the performance and productivity of the employee, compared to traits customarily recognized as appropriate for successful telecommuters, such as self-motivation, dependability (attendance), results-oriented, etc. Employees who have received discipline within the preceding twelve (12) months or have not completed their initial probationary period shall not be eligible for telecommuting.
 - b. Nature of the job/work. The employee and supervisor will discuss the job responsibilities and determine if the job is appropriate for a telework arrangement.
 - c. Operational needs. The supervisor must determine whether the department can maintain the quality of services to residents, the public and staff.
 - d. Equipment needs, workspace design considerations and scheduling issues.
 - e. Tax and other legal implications for the business use of the employee's home based on Internal Revenue Service (IRS) and state and local government restrictions. Responsibility for fulfilling all obligations in this area rests solely with the employee. *

**If you telecommute, please make sure you comply with all applicable tax laws as compensation for such work-at-home activities is likely regarded as income, and deductibility of any expenses is as defined by the Internal Revenue Service. You may want to seek out tax advice to ensure compliance.*

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14. If the employee and supervisor agree, with guidance from the Human Resources Department, a written request and telework arrangement plan will be developed by the departmental supervisor and/or department head, and signed by the employee, supervisor and department head, and submitted to Human Resources, who will forward the plan to the President and CEO for review and determination. The President and CEO's decision shall be final and unappealable.

15. Upon the signed approval of the President and CEO, Human Resources shall notify the employee, supervisor and department head, and a sixty (60) day trial period will commence.

16. Evaluation of the telecommuter's performance during the trial period will include daily interaction by phone and/or e-mail between the employee and supervisor, and at least one weekly face-to-face meeting to discuss work progress and problems. At the conclusion of the trial period, the employee and supervisor will each complete an evaluation of the arrangement and make recommendation for continuance or modifications. Evaluation of telecommuter job performance beyond the trial period will be consistent with that received by employees working at the office in both content and frequency and will focus on work output, completion of goals/objectives as well as time-based performance where appropriate.

17. An appropriate level of communication between the telecommuter and supervisor will be agreed to as part of the discussion process and will be more formal during the trial period. After conclusion of the trial period, the supervisor and telecommuter will communicate at a level consistent with employees working at the office or in a manner and frequency that seems appropriate for the job and the individuals involved.

