ONEIDA **ONEIDA NATION STANDARD OPERATING PROCEDURE**	TITLE: Telecommuting	ORIGINATION DATE: April 8, 2020 REVISION DATE: May 28, 2020 EFFECTIVE DATE: After last signature
AUTHOR: HRD		
DEPARTMENT: All		
DIVISION: **All**	APPROVED BY: *Compensation & Benefits Director*	DATE: 6/3/20
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1. PURPOSE

1.1 This document provides a universal set of standards applicable to all business units regarding when employees may work from home, how they become and remain eligible to work from home, and what rules apply.

1.1.1 Telecommuting provides a means for employees to work from home or another offsite location based on the employee's desire, business needs, and in emergency situations.

2. DEFINITIONS

2.1 Telecommuting: a work arrangement that allows employees to work at home, on the road or in a satellite location for all or part of their workweek.

3. WORK STANDARDS / PROCEDURES

3.1 Supervisors who wish to consider allowing employees to telecommute must adhere to these work standards.

3.2 Telecommuting employees must comply with all Oneida Nation policies, procedures, laws, and rules and regulations. Failure to comply may result in discipline up to and including termination.

3.3 Not all employees are eligible to telecommute. Each job position must be analyzed by the supervisor and mutually agreed to with the Area Manager to determine if all or some of the work can be done effectively outside of the normal worksite.

3.3.1 Business units may establish their own chain-of-command approvals.

3.4 Prior to allowing employees to telecommute, supervisors must develop a specific telecommuting agreement with Area Manager approval.

3.4.1 Oneida Nation Telecommuting Work Agreement must be used in establishing specific terms before work is performed offsite.

3.5 Employee understands that telecommuting is a cooperative arrangement between the Department and Employee, not an entitlement, and is based on the needs of the Department.

3.6 Employee understands that the telecommuting arrangement can be modified or ended for any business reason.

3.6.1 The supervisor may end or modify telecommuting arrangements a minimum of 24-hour written notice to the employee.

3.6.2 Employees may request in writing to end or modify telecommuting arrangements with a minimum of one week notice to their supervisor.

3.7 Employee agrees to be available during designated working hours via phone, email, in-person, or other appropriate communication.

3.8 Employee agrees that schedule changes must be approved by the supervisor following the same rules and regulations, expectations, or SOPs in effect while working in the normal onsite work location.

3.9 Employee agrees that Oneida Nation Risk Management may complete an onsite inspection of the designated work area if employee is injured and claims workers compensation.

Eligible Employees:

3.10 Employee should be considered for telecommuting on a voluntary basis by supervisors. Approval criteria should be based on suitability of their jobs, an assessment of the likelihood of their success as telecommuters, and an assessment of their supervisor's ability to effectively manage remote workers.

3.11 Supervisors must have the ability to manage employees by objectives versus manage by observation.

Compensation:

3.12 The employee will continue to receive compensation at the same rates as prior to telecommuting, provided the employee is maintaining the same workload and employee status (part-time, half-time, or full-time).

3.13 Supervisors must use compensation code RGJB1 and enter Kronos comment code "TC – TELECOMMUTING:OFFSITE(PREAPPROVED)."

Work Hours:

3.14 Employee must report unforeseen "absences" as established in the department standards and procedures which prohibit the employee from working established hours.

3.15 Non-exempt employee must report exact time worked and report work completed on a weekly basis to their supervisor.

Home Office Furnishings and Maintenance:

3.16 The employee is responsible for the cost of establishing and maintaining a safe home work area.

Telecommuting Supplies and Equipment:

3.17 Contingent upon availability of funding, the department may provide to the employee certain equipment and supplies such as computer software, paper, ink cartridges, etc., as

deemed necessary to perform assigned work.

3.18 It is understood that such equipment is the sole and exclusive property of the Oneida Nation and is subject to the same business restrictions as if it were on-site.

3.19 The employee will not move the equipment from the designated work area, except as may be necessary to return the equipment to the Department.

3.20 Employee shall be liable for the condition of the equipment, except for normal wear and tear, and for damages cause by unauthorized use of such equipment.

Notification of Equipment Failure:

3.21 Employee is expected to notify supervisor within 24 hours of equipment malfunction or failure.

3.21.1 In the event to of malfunction or failure, the Department may, at its sole discretion, supply the employee with temporary use of departmentally owned equipment.

Unauthorized Use of Oneida Nation Property:

3.22 The equipment, supplies, and other property provided by the Department should be returned within five (5) business days of the Department supervisor's request.

3.23 Upon separation of employment, all equipment, supplies, documents, and other departmental property must be returned within five (5) days to the Department.

Reporting of Injury:

3.24 If an injury occurs during work time, the employee must adhere to the Oneida Nation Workers Compensation Law and reporting requirements.

3.24.1 Verbally report injuries to the supervisor or designee within 48 hours.

3.24.2 Written reports must be submitted within 10 calendar days.

Employer Liability:

3.25 The Oneida Nation assumes no liability for injuries that occur outside of the home work area or outside of established working hours.

3.26 The Oneida Nation makes no representations on the personal tax and insurance implication of this arrangement, it is the employee's obligation to address tax and insurance issues on their own.

4. FORMS

4.1 Telecommuting Work Agreement.