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## HR-03: Alternative Worksite Policy

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### Purpose

This policy sets forth the guidelines for alternative worksite arrangements and is intended to provide consistency across the University of Nebraska (NU) will allowing units to meet their business needs through optimal staffing and operational decisions

### Applicability

This policy applies to all administrative, managerial/professional, office/service, and student employees holding regular, temporary, or on-call appointments

### Introduction

Regular, physical attendance at the on-campus worksite is an essential function for most NU positions. In those situations where an alternative worksite is necessary as part of an accommodation or in response to unforeseen circumstances such as a natural disaster or a pandemic, or in those situations where an employee is able to perform their essential job duties at an alternative worksite without a loss in work efficiency, a department may consider entering into an alternative worksite arrangement with an employee. Such an arrangement must be evidenced by a written document that is approved in advance by the employee's immediate supervisor.

### Continuation of Basic Terms and Conditions of Employment

- a. **Accountability.** Employees working from an alternative worksite may perform the same job duties and produce the same quantity and quality of work expected from them if they were working at their regular, on-campus worksite. To ensure that this is occurring, employees working from an alternative worksite may be required to regularly submit written reports to their supervisors detailing their

work performance. Employees working from an alternative worksite also may be required to work on-campus or attend meetings in-person or by videoconference, as determined by their supervisor.

- b. **Hours and Availability.** Employees working from an alternative worksite are expected to generate the same number of hours and to be available throughout the approved workday in the same manner as if they were working from their regular, on-campus worksite. Employee's work schedule may be amended by their immediate supervisor. Employees are expected to obtain their supervisor's advance approval before working any fewer or greater number of hours than their work schedule. Personal obligations must not interfere with the quantity or quality of the employee's work and employees therefore are expected to request appropriate leave time in advance if they need to attend to personal needs during their regularly scheduled work hours.
- c. **Compensation.** Employees working from an alternative worksite will continue to be compensated in the same manner and at the same rate as if they were working at their regular, on-campus worksite. Non-exempt employees working from an alternative worksite must record the actual number of hours that they spend working. Employees must not engage in overtime work without prior documented approval from their supervisor. On those occasions that non-exempt employees report to their regular, on-campus worksite, they will not be compensated for the time they spend traveling to the on-campus worksite from their alternative worksite.
- d. **Professionalism.** Employees working from an alternative worksite are expected to conduct themselves in the same manner and with the same degree of professionalism expected of them if they were working at their regular, on-campus worksite. Employees working from an alternative worksite are expected to adhere to all applicable NU policies including, without limitation, those relating to standards of conduct, IT/data security, sexual harassment or sexual misconduct, and discrimination.

### Equipment and Supplies

- a. **Alternative Worksite Furnishings, Maintenance, and Telephone Services.** Employees working from an alternative worksite are responsible for providing a suitable work area that will allow them to work remotely, including the ability to interact with other NU employees by telephone, email, and videoconference, as applicable. The costs associated with establishing and maintaining such a work area shall be the sole responsibility of the employee unless the department agrees to other provisions. NU, therefore, shall not reimburse the employee for any such costs incurred by the employee. As a condition to establishing or continuing an alternative worksite arrangement, the employee may be required to maintain appropriate insurance coverage on the alternative worksite. NU makes

no representations as to the personal liability or tax consequences of maintaining an alternative worksite.

- b. **Equipment.** The department, within its sole discretion, may provide employees working from an alternative worksite with the equipment or supplies to perform their duties from that worksite, such as a computer and necessary software.
1. All equipment and supplies provided by NU to employees working from an alternative worksite shall remain the exclusive property of NU. Employees shall be expected to strictly adhere to all NU policies and restrictions related to the use of NU property and shall be liable to NU for any damages arising out of the negligent or intentional misuse of that property. Employees also shall be expected to strictly adhere to all NU policies and restrictions relating to the use, security, and confidentiality of any business information that is generated, used, or collected while performing work from an alternative worksite. NU may request to inspect, repair, inventory, or retrieve any equipment or supplies provided to the employee.
  2. All NU property provided to employees working at an alternative worksite shall be used solely by that employee in providing services to and on behalf of NU.
  3. All equipment and unused supplies provided to employees working from an alternative worksite must be returned to the department within five (5) business days after the alternative worksite arrangement has ended for any reason or immediately upon the termination of employment.
- c. **Notification of Equipment or Internet Failure.** Employees working from an alternative worksite must notify their supervisor as soon as possible, and in no event longer than two (2) hours, after determining that their equipment or internet/phone connection has stopped or is malfunctioning during a workday. Employees who cannot perform their expected duties because of a stoppage or malfunction of equipment or a connection can, with the approval of their supervisor, arrange to perform other duties, obtain substitute equipment, report to the on-campus worksite, or take appropriate leave.

### Safety

- a. **Designated Work Area.** Employees using their home as an alternative worksite should designate a specific area within their home from which they will perform their work. That area must always be safe and free of hazards and all equipment and supplies provided by NU must be properly stored and maintained within that area. NU privacy/confidentiality policies and procedures must be followed and any incident that breaches privacy/confidentiality must be reported to the

employee's supervisor as soon as possible. NU reserves the right to assess the alternative worksite during regular working hours for safety.

- b. **Reporting of Work-Related Injuries and Illnesses.** Normal protocols for work-related injuries and illnesses will be followed. Employees must report any work-related injuries or illnesses they sustain while working at an alternative worksite. Such reports must be submitted to the employee's immediate supervisor within twenty-four (24) hours of the injury or the onset of the illness, using the standard form for reporting such injuries or illnesses.
- c. **No Liability.** NU assumes no liability for any injuries sustained by the employee or illnesses arising or occurring outside of the employee's on-campus or alternative worksites, outside the employee's working hours, or during any travel by the employee between the two worksites. NU also assumes no liability for any injuries occurring to any individuals who are not NU employees while they are at the alternative worksite.

#### Terms of this Arrangement

NU reserves the right to modify, suspend, or rescind any alternative worksite arrangement whenever NU determines that such action is necessary for its operations or that the arrangement is being abused. An alternative worksite arrangement does not create any contractual rights for the employee and does not alter the basic employment relationship between the employee and NU. The essential terms of that employment relationship, including NU's ability to terminate the employment relationship, will continue to be defined by the terms of any reappointment letters and the relevant Bylaws and Policies of the Board of Regents.

#### Miscellaneous

Questions regarding alternative worksite arrangements should be directed to Human Resources. If an alternative worksite arrangement is established as part of a reasonable accommodation plan under the Americans with Disabilities Act (ADA), as amended, it may be necessary and permissible for the provisions of the accommodation plan to deviate from the general guidelines contained within this policy.

#### History

September 18, 2020

Approved by the President