

Examples of State of Nevada Department Policies and Forms for Teleworking

Included in this document are the policies for the following
Departments, shared with permission:

Department of Public Safety

Department of Employment, Training, and Rehabilitation

Department of Conservation and Natural Resources – Division
of Environmental Protection

Department of Administration



AG REVIEW BY: Michelle D. Alanis, Senior Deputy Attorney General	ORIGINATION DATE: July 13, 2020	APPROVED BY: George Togliatti, Director
REFERENCES: NRS 281.100; 281.110, NRS 284.180	DATE EFFECTIVE: July 13, 2020	SUBJECT: Teleworking
PROCESSED BY: Director's Office	REVISION DATE: 4/14/2022	STANDING ORDER NUMBER: 07/013/20

A. PURPOSE:

To establish a Department of Public Safety, Nevada State Police (Department) teleworking policy, provide direction for offering, authorizing, and implementing telework, and the guidelines and rules under which it will operate. Teleworking is utilized to ensure continuity of business, provide increased productivity, increased employee morale and retention, expanded access to State jobs into rural areas, and/or reduce costs associated with office space, decrease commute emissions, time, and other expenses. This policy is designed to help managers and employees understand the teleworking environment, their associated responsibilities and ensure an effective implementation of teleworking.

B. POLICY:

The Department will make provisions to allow teleworking where it is appropriate and is subject to the approval and discretion of the Appointing Authority or designee. Divisions may have additional teleworking requirements, guidelines, or procedures, provided they are consistent with the intent of this policy.

C. SCOPE:

This policy is applicable to all Department employees, supervisors, and managers who are eligible and approved to participate in the telework program. It is important to note that some positions or job classes may not be eligible to participate. Teleworking shall be considered a privilege, not an

employee benefit or right. Determination of eligibility is at the discretion of the Appointing Authority or designee, based on the needs of the Division, programs, and individual position Essential Functions and Work Performance Standards. The telework policy includes two types of telework, as described in the Definitions section of this policy:

1. Telework or
2. Situational Telework.

D. AUTHORITY:

NRS 480.150(b) authorizes the Director to formulate policies for the Department and its divisions. The Department will operate within a framework consistent with State regulations and policies that employees be managed in a manner to promote workforce productivity and sound business practices.

E. DEFINITIONS:

Appointing Authority or Designee: Appointing Authority is defined in NRS 284.022: “Appointing authority” means an official, board or commission having the legal authority to make appointments to positions in the state service, or a person to whom the authority has been delegated by the official, board or commission. The Director or Deputy Director may override the division chief or administrator.

Declared Emergency: A formal declaration provided by the Governor or Federal Government as defined in NRS 414.0335 and NRS 414.0345, or as determined by the Department Director via official communication to the division administrator(s) or chief(s).

Eligible Position: A position having measurable quantitative or qualitative results-oriented standards of performance that is structured to be performed independently of others and with minimal need for support and can be scheduled to participate in teleworking without impacting service quality or organizational operations. The eligibility of a position may change depending on circumstances, including the availability of essential tools and resources needed to effectively complete the assigned tasks.

Eligible Employee: An employee with more than six (6) months with the Department, who occupies an eligible position and is proficient in her or his position as determined by the supervisor and has maintained satisfactory performance with “Meets Standards” or “Exceeds Standards” ratings on his or her evaluation. The eligible employee also meets the terms and conditions of employment with the State. The employee shall have no active formal disciplinary actions on file for the current or immediately preceding review period.

Primary Worksite: The employee’s primary and regularly assigned workspace in a Nevada State Police office location. The primary worksite could be an assigned office/cubical space, assigned mobile worksite, or a shared workspace.

Shared Workspace: A designated workspace used by more than one employee in rotating shifts, employees passing through an area that needs a short-term workspace, or other reasons for temporary use.

Situational Telework: An employee working from an alternate worksite on an ad hoc basis. Examples under this scenario include telework mandated in response to a Declared Emergency, during periods of extreme weather, in response to other state-ordered restrictions, or to manage their time for the day around Family Sick Leave or personal appointments. An employee subject to this scenario will report to their Primary Worksite on a schedule agreed upon by the supervisor and the employee. Situational Telework is considered a short-term arrangement of not more than two days or as defined by a Declared Emergency.

Telework Agreement: A formal process of documenting and authorizing a Telework Worksite including a work schedule both in and out of the Primary Worksite. A copy of this agreement and any updates or changes will be kept in the Department personnel records with the employee's file.

Telework Worksite: A worksite or workspace at a place other than a Primary Worksite, such as the employee's residence or other location agreed upon in the Telework Agreement. The agreed-upon alternate worksite does not change without approval; if a situational change is needed, the employee shall communicate in advance with their supervisor.

Teleworker: An employee, who for at least one or more days in a pay period, works at an approved Telework Worksite to perform their assigned job duties.

Telework: A work flexibility arrangement under which an employee performs the duties and responsibilities of their position, and other authorized activities, from an approved Telework Worksite other than the Primary Worksite. An employee who travels continuously and whose current work location is his or her home may be included in this definition.

Timesheet Coding – Employees with an approved Telework Agreement are required to add the “TELEWORK” job code and track Telework hours. In addition, Employees are to notate in the Timesheet Notes Box the times teleworked.

F. ELIGIBILITY:

1. Employee Eligibility for the telework program will be determined by the specific job responsibilities and workplace location. Employees or job classes with primary functions that require serving the public or using special equipment or machinery may be excluded. Determination of eligibility is at the discretion of the division administrator or chief, based on the needs of the division and programs.
2. The employee must be able to maintain a safe working environment while teleworking.

3. Employees working a 4 day per week schedule may telework a maximum of 2 days per week. Employees working a 5 day per week schedule may telework a maximum of 3 days per week.
4. A few specific positions and duties lend themselves to 100% teleworking. This is a case-by-case decision by the supervisor and must be approved in writing by the Deputy Director. A copy of the approval will be placed in the employee's personnel file in the Director's Office.
5. To be a successful teleworker, you need to have work habits that support independent task performance. These habits include:
 - a. Ability to work with minimal direct supervision
 - b. Organized work practices
 - c. Good planning skills
 - d. Ability to meet schedules and deadlines
 - e. Effective time management skills
 - f. Effective communication
6. Secondary employment will be examined closely if a request to telework coincides with a request for secondary employment
7. Telework can be scheduled for those employees whose duties can be accomplished at another location or can be accomplished between a combination of a Department office location and another location. Job duties will not be eliminated to allow telework. Telework is an alternative arrangement based on job content, satisfactory work performance, and work requirements of the Department. All teleworkers must have an approved Telework Agreement under this policy.

G. PROCEDURE:

Telework may not be suitable for all employees and/or positions. Divisions may implement teleworking as a work option for certain eligible employees and positions based on specific criteria and procedures consistently applied throughout the Department.

1. Employees who wish to telework shall submit a written request to telework on the DPS Teleworking Request Form for approval to their supervisor, division chief, appointing authority, or designee.
2. Supervisors must establish expectations for and monitor employee performance; determine suitable positions and eligible employees; discuss and assess workspace appropriate for telework; determine availability of appropriate equipment, tools, and resources for use by teleworkers; and discuss and ensure security of confidential information. The Teleworking Request Form must be completed in full and signed by the supervisor and the employee to

establish expectations as described above. The preferred method is through an update of the Work Performance standards.

3. Prior to telework, employees must complete the free online telework training available at <https://www.telework.gov/training-resources/telework-training/virtual-telework-fundamentals-training-courses>. Similarly, supervisors must also complete the free online telework training for managers, also available on the telework website to ensure effective management of their teleworkers. Employees must print copies of their teleworking course completion certificate and submit to their chain of command for review and consideration with their Teleworking Request Form. Employees who are currently teleworking must also complete the telework training and submit a signed Teleworking Request Form within two weeks of the effective date of this policy, or as soon as practicable.
4. Employees must read the teleworking policy to ensure proper understanding and sign an Acknowledgment of Teleworking Policy. The employee shall submit a Teleworking Request Form and Acknowledgment of Teleworking Policy through their chain of command or management for review and determination. Teleworking Request Form, along with training certificate, must be submitted to the DPS Human Resources for filing in the personnel file.
5. Supervisors must monitor the productivity of all their assigned subordinates. It will be required that all supervisors and subordinates who are teleworking be active on Microsoft TEAMS during their scheduled shifts.
6. With reasonable notification and explanation, the appointing authority, chief, administrator, or other authorized designee may deny, end, or modify a Teleworking Agreement for any legitimate business reason. Similarly, a teleworker may request to change or end a Teleworking Agreement at any time after providing a reasonable notice and explanation.
7. If the teleworking employee is required to report to their primary worksite during their teleworking day, the teleworking employee will be given as much advance notice as possible.
8. Divisions must ensure that employees' work schedules and reporting for non-exempt employees are compliant with state and federal laws governing working hours, overtime, and compensatory time.

H. LOCATION OF WORK:

1. A teleworker must designate a work area suitable for performing official business. The employee must perform work in the designated area while teleworking. Requirements for the designated work area may vary depending on the nature of the work and the equipment needed and may be determined by the Department.
2. Teleworking employees must work in an environment that allows them to perform their duties safely and efficiently. Employees are responsible for ensuring their work areas comply with the health and safety requirements covered in this policy.
3. Employees are covered by workers' compensation for injuries that arise out of and in the course of their employment. Since the worksite and the home may be one and the same, workers' compensation will apply if there is a causal connection between the injury and the employee's work, in which the origin of the injury involves a risk within the scope of employment, and if the injury occurs during work, during working hours, or while the employee is reasonably performing work-related duties. Employees who suffer a work-related injury or illness while teleworking must notify their supervisor immediately and complete any required forms for a work-related injury immediately. Approved Department personnel may inspect the employee's alternative worksite for safety and workers' compensation concerns.
4. The Department is not liable for damages to an employee's personal or real property while the employee is working at an alternate worksite (i.e., home).

I. USE OF EQUIPMENT AND SUPPLIES:

1. Teleworkers must identify the equipment, software, supplies, sufficient internet bandwidth, reliable connectivity, and support required to successfully work at an alternate location and must specify those items in the teleworking acknowledgment form. If the Department is unable to provide the necessary equipment, software, supplies, or support, the employee and the position will not be eligible to telework.
2. All Department-issued equipment, tools or supplies are the property of the State of Nevada, must be used for business purposes only, and protected from theft, loss, or damage. Employees must immediately return all Department-issued equipment, tools, or other State property at the conclusion of the teleworking arrangement or at the Department's request.
3. The teleworking employee may be subject to discipline for theft, loss, or damage to Department-issued equipment, tools or supplies pursuant to applicable regulations and DPS discipline policy.

J. SECURITY OF CONFIDENTIAL INFORMATION:

1. All teleworkers are required to review the State's Information Security Program Policy located at https://it.nv.gov/uploadedFiles/itnewnv.gov/content/Governance/Security/FINAL_100_State_Security_Program_Policy.pdf. Teleworkers must also be current on training courses in Criminal Justice Information System (CJIS) as applicable, and the State's Information Security Awareness.
2. While teleworking, employees must take steps to preserve the security and confidentiality of Department information and resources. Employees must keep confidential documents and materials securely stored and prevent unauthorized access to Department information, and resources.
3. A personal computer may only be used to connect to a State-issued computer using a VPN connection. All work must be performed and saved on a State-issued workstation or on VPN connection and not saved to a personal computer or device.
4. Teleworkers must maintain password protection to the same extent as required at the primary worksite. Any suspected loss or theft of Department documents, materials, or information, as well as any suspected hacks or breaches of security, must be reported to their supervisor immediately.
5. Teleworking employees and their supervisors shall identify any confidential, private, or personal information and records to be accessed and ensure appropriate safeguards are used to protect them.
6. Divisions may require employees to work in private locations when handling confidential or sensitive material. Employees may be prohibited from printing confidential information in certain teleworking locations or environments to avoid breaches of confidentiality. All confidential and sensitive information must be performed and maintained on a State-issued device. No confidential data may be saved on a personal device.

K. COMMUNICATION AND WORK SCHEDULES:

1. Divisions may provide Department-issued phones for use by employees while teleworking to ensure public records requests can be handled appropriately. The use of personal cellphones may subject such devices to public records requests. Divisions must carefully consider the available means of communicating with teleworkers in evaluating the suitability of positions to telework.

2. Teleworkers must be reachable by the Department while teleworking during the employee's regularly scheduled shift. Methods of communication include DPS email account, voice calls and messages using Department-issued cellphone, radio, Microsoft Office Teams, and other appropriate Department tools and equipment.
3. Teleworking employees shall post a teleworking notice on or near their office or cubical entrance on the days that they are teleworking. This message shall instruct all how to reach them via their Department- issued phone, an alternate contact number, or other means of communication for immediate assistance. An office phone may be forward to a cell phone for added convenience. If an employee has not been issued a work cell phone and does not wish to use their personnel phone for business, then the employee will not qualify for teleworking.
4. Employees must be available so that their supervisor can contact them to relay any schedule changes, emergencies, etc. If the employee becomes aware of or anticipates any failure of technological communication or equipment that could prevent the employee from being reached by their supervisor, or impact their performance during their normal teleworking hours, they are to immediately notify their supervisor and report to the office for the remainder of their shift.
5. Teleworkers may not work outside of their scheduled teleworking days and hours without prior supervisory approval. Supervisors reserve the right to phone or email employees at any time during teleworking hours and require employees to report productivity for legitimate business purposes.
6. Supervisors may ask teleworkers to perform related duties to ensure essential office duties are carried out in the absence of others. The primary mode for meetings will take place virtually or telephonically; however, in-person meetings may be scheduled as necessary, and the teleworker must attend upon being given appropriate notification.
7. At any time, employees may be required to physically report to work and will be notified by their supervisor. Employees who require sick leave, annual leave or the use of compensatory time must follow the normally established policy and practice to request leave.
8. Telework can be used to mitigate the loss of productivity for any reason. For example, the employee may not be able to report to their work location due to illness, family member illness, personal issues, or other home responsibilities. In these cases, the employee may be able to be productive while working remotely for a portion of the work hours up the whole workday by flexing with approval of their supervisor. The

benefit to Department (productivity) must be the primary consideration for approval for any number of telework hours up to and including an entire shift. These situations are deemed Situational Telework and not considered long-term. The employee must already have an approved telework form on file.

9. It is expected that teleworkers will attend all scheduled meetings via Microsoft TEAMS or zoom with their cameras on most of the time. Additionally, any calls will be answered timely.
10. Teleworkers will not be given a delayed start or eligible for administrative leave for building closures on assigned telework days unless they are scheduled to be in the office on that workday. Approved teleworkers may be sent home to telework in lieu of administrative leave due the work location closure. Should the off-site work location (home) become untenable the teleworker would be expected to go to the office location to complete their shift for the day or request leave for the remainder of the day.
11. Teleworking does not change the duties, obligations, responsibilities, or terms and conditions of State employment. Employees who telework must comply with all rules, regulations, policies, practices, and instructions pertaining to their employment with the State. Employer rights are not affected by an employee's participation in the teleworking program. None of the benefits provided by the State are enhanced or abridged by the implementation of the teleworking program.
12. Teleworkers must perform their assigned duties during their regularly assigned shift/schedule when teleworking. Employees shall not engage in activities while teleworking that would not be permitted at the primary worksite. Employees must notify their supervisor of any changes to their standard 40-hour work week such as sick leave, medical appointments, annual leave, flex time, etc. in accordance with Department policies and Nevada regulations.

DETR

Effective Date: April 1, 2008
Revision Date: January 1, 2018; June 11, 2021

POLICY AND PROCEDURES MANUAL

Forms: Remove DETR-0200; DETR-0204; DETR-0207; DETR-0208; DETR-0209; Add DETR-0311
Reference:

TELECOMMUTING

1.0 PURPOSE

Provide a policy for telecommuting within the Department of Employment, Training and Rehabilitation.

2.0 POLICY

Telecommuting is a growing trend aimed at increasing productivity, reducing costs, retaining employees and adapting to work demand cycles. Telecommuting refers to conducting normal business operations from the home of the employee. With this in mind, this policy will provide a program whereby employees can perform their assigned work duties outside of the office, generally within their home.

These policies and procedures apply to all employees in the Department.

3.0 GENERAL REQUIREMENTS

3.1 Telecommuting Program Criteria:

- The telecommuting program will be based on, and will adhere to, all applicable state and departmental policies regarding telecommuting.
- The program is intended to provide a mutual benefit to the Department and to the employee.
- The telecommuting program will be based on Department need.
- Telecommuting is NOT a universal employee right.
- Telecommuting is not considered a variable work shift or a temporary remote work assignment based on Department need.
- Each employee will be required to understand and to sign the required agreements as outlined by departmental telecommuting policy outlining the terms and expectations.
- The Supervisors and Managers will be responsible for ensuring that performance of the telecommuting participants is up to the required standards and that all state resources are used and maintained appropriately.

3.2 Participant Requirements

- Telecommuting candidates must have achieved “standard” or “exceeds standards” on their latest performance evaluation with NO sections in the evaluation of “does not meet standards”.
- Telecommuting candidates must demonstrate good customer service delivery, accessibility to customers and co-workers, and contributions to a team environment.
- Telecommuting candidates must demonstrate the ability to work independently and perform work that is accurate, timely and meets “standard” or “exceeds standard” levels.
- Telecommuting candidates must have a history of responsible use of personal leave.
- Participants must have a designated space at their home that is adequate to complete their assigned workload.

4.0 APPLICATION FOR TELECOMMUTING

- Complete and sign the Memorandum of Understanding (DETR-0302), Acceptable Use Agreement (DETR-0310) and Guidance on the Protection of Personal Identifiable Information (DETR-0311).
- Submit the completed documents through the chain of command.

5.0 RESPONSIBILITIES

5.1 Employee Expectations

- Telecommuters are expected to meet standards or exceed standards on all work performance evaluations with no sections deemed does not meet standards.
- Participants must have a designated safe work space at their home that is adequate to complete their assigned workload.
- Telecommuters will be required to work and to be available by phone and email during their regular business hours. Changes to these working hours will be the exception rather than the rule and will require supervisory and/or managerial approval on a case-by-case basis, e.g., an employee who is approved to work a variable schedule.
- Sick and annual leave requests must be made directly to the supervisor in accordance with DETR’s Leave Policy.
- Telecommuters are required to attend staff meetings.
- Mileage reimbursement will NOT be provided for travel between the home office and the assigned work office for telecommuting participants. Mileage reimbursement

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may be granted for travel between the telecommuter's home and a meeting/audit/investigation with a client/employer, in accordance with State and Federal regulations.

- If all work is completed on the assigned caseload/work assignments and the participant has not worked a full workweek, the participant must contact his or her supervisor to request additional duties to fill the remaining work hours for the week.
- No overtime will be approved for telecommuting participants, unless approved by the Division Administrator or their designee on a case by case basis.
- Voice mail and email messages will be checked each morning and early afternoon at a minimum, and all calls or messages will be returned or responded to within 24 hours.
- Customer complaints relative to the telecommuting arrangement and the participant's accessibility (or lack thereof) may serve as justification for termination of the telecommuting contract.
- Participants will ensure that the confidentiality and security of all records, information and computer systems is maintained as per Federal, State and Department laws, rules and policies.
- Participants will ensure proper care and maintenance of departmental equipment.
- Employees will grant the State access to their property for inspections and investigations.
- State equipment is not to be taken on personal trips.
- Employee will not have customers in the telecommuter's work area.
- The signed agreement and all attachments will be part of the employees personnel file. Copies of the signed agreement will be given to the employee and the supervisor.

5.2 Supervisor Expectations

- Supervisors will review performance productivity on a monthly basis ensuring compliance to performance plans and to the telecommuting requirements.
- The supervisor will recommend to the Manager termination of any telecommuting agreements where the participant is in violation of the agreement.
- The supervisor will ensure that State provided resources are used appropriately and/or are returned promptly at the termination of the telecommuting agreement.
- The supervisor will establish a schedule for the participant's office-based activities.
- Supervisors of project participants will regularly monitor and assess the impact of telecommuting on the customer, team and office by the employee's weekly work plan and updates.

5.3 Manager/Administrator Expectations:

- Oversee all aspects of the telecommuting program in his/her area of responsibility, including specific measurements as previously mentioned to include performance and cost benefits.
- Review performance of telecommuters on a monthly basis as reported by Supervisors.
- Make and implement decisions regarding telecommuting participants and Telecommuting Work Program – Employee Agreement (DETR-0207).
- Monitor and assess the impact of the telecommuting Work Program on the customer and Division and make the necessary changes to the arrangements.
- Ensure that all state resources used in conjunction with the telecommuting program are used and maintained appropriately and that equipment is promptly returned when the Telecommuting Work Program – Employee Agreement (DETR-0207) expires or is terminated.

5.4 Director Expectations:

- Assure equity and inclusion in the administration and implementation of the telecommuting program where appropriate.
- Provide overall leadership, and direction, standards and expectations.
- Assure that program oversight is included for the overall success of the telecommuting program.
- Take necessary corrective action where appropriate.

6.0 VIOLATIONS

The employee's telecommuting work program will be reviewed semi-annually for renewal regardless of his/her work performance standards. Employees who fall below a "Meets Standards" on their annual performance appraisal may lose their telecommuting privileges. Furthermore, as noted earlier, the department reserves the right to revoke telecommuting privileges at any time.

Violations of the guidelines set forth in this policy will result in a loss of the telecommuting work program and may lead to disciplinary action, up to and including discharge. Every supervisor in the Department has the responsibility for ensuring their employees are aware of the guidelines and comply with the policy. Managers/supervisors are responsible for ensuring the policy is applied consistently within their area of jurisdiction.

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Reference:

7.0 APPROVAL



Director, DETR

8.2.21

Approval Date

DATE: _____
FROM: SUPERVISOR
TO: EMPLOYEE
SUBJECT: MEMORANDUM OF UNDERSTANDING

The purpose of this Memorandum of Understanding is to solidify your acceptance of the terms required to conduct work from home.

DETR supports alternative work opportunities such as, work-sharing, telecommuting and telework. However, with this opportunity, there are certain conditions that you should be aware of. These conditions are in place for all employees requesting alternative work opportunities and are required to protect the interest of the state.

You must designate one area of your home as your work area (e.g. a bedroom, den, etc) that can be considered to be physically separate from the rest of your home. Any on-the-job injuries that you claim which happen outside of this area will be denied pending investigation. You will adhere to the work hours set forth below. Any on-the-job injuries that you claim that are outside of those hours will be denied pending investigation. On-the-job injuries that appear to be outside the scope and course of your employment will be denied pending investigation.

Liability for personal phone lines, ISP connections, personal computers, printers, scanners, facsimile machines and other personal items are the employee's responsibility.

Per the Occupational Safety and Health Administration (OSHA), the State is not responsible for the safety conditions within your home. But, should you desire a safety/ergonomic evaluation, one can be arranged.

Should you have any concerns or questions, please feel free to contact me.

Physical Address of Residence: _____

Designated Workspace: _____

Designated Work Schedule: _____

I have read and understand DETR's policy concerning the telecommuting work program. I have also read and understand the above.

Employee Signature Date

Supervisor Signature Date

Department of Employment, Training and Rehabilitation

ACCEPTABLE USE AGREEMENT

INTRODUCTION

This acceptable use agreement governs the use of computers, networks, and other information technology (IT) resources for the Department of Employment, Training and Rehabilitation ("DETR"). This statement applies to all DETR employees and contractors, and all other persons who may legally or illegally use or attempt to use computer resources owned or managed by the department, and/or is connected by any means to the state SilverNet Network. As a user of these resources, you are responsible for reading and understanding this agreement.

IT resources within DETR are to be used in a manner that supports the mission of the department. IT resources refer to all equipment, hardware, software or network (including wireless networks) and includes computers, e-mail applications and state internet and intranet access (including when accessed through personally owned computers). The systems range from multi-user systems to single-user terminals and personal computers, whether free-standing or connected to networks.

ACCEPTABLE/UNACCEPTABLE USE

1. All users must safeguard the confidentiality, integrity, and availability of DETR systems, including password login, access codes, network access information and log-on IDs from improper access, alteration, destruction, or disclosure. Users shall only access or use DETR systems when authorized. Users must abide by DETR policies and other State policies regarding the protection of data and information stored on these systems.
2. When personally owned systems are used for DETR business, DETR retains the right to any DETR records or materials developed for DETR use. Also, any materials must be appropriately safeguarded according to applicable standards including, but not limited to, virus protection, protected access and backups.
3. Users must not use DETR systems to engage in activities that are unlawful or violate federal or state laws, State or DETR security policies or in ways that would:
 - a. Be disruptive, cause offense to others, or harm morale.
 - b. Be considered harassing or discriminatory, or create a hostile work environment.
 - c. Result in State or DETR liability, embarrassment, or loss of reputation.
4. Users must maintain the integrity of information and data stored on DETR systems by:
 - a. Only introducing data that serves a legitimate business purpose.
 - b. Only acquiring, using, altering, disposing of, or destroying data or information with proper authorization.
 - c. Protecting data and information stored on or communicated across DETR systems, and accessing appropriate data or information only when authorized.
 - d. Protecting data and information communicated over internal or public networks to avoid compromising or disclosing nonpublic information or communications.
5. While DETR systems are primarily intended for business purposes, limited (incidental and occasional) personal use may be permissible when authorized by management and it does not:
 - a. Interfere with work responsibilities or business operations.
 - b. Involve interests in personal outside business or other non-authorized organizations or activities (which may include, but are not limited to, selling personal property, soliciting for or promoting commercial ventures, or soliciting for or promoting charitable, religious, or political activities or causes).
 - c. Violate any of the federal or state laws or State or DETR security policies.
 - d. Lead to inappropriate cost to DETR functional units. Excessive non-work related surfing and utilizing streaming services such as listening to music or watching videos is prohibited.
 - e. External Internet based instant messaging is forbidden.
 - f. Peer-to-peer file sharing is specifically forbidden.
6. Users must check all electronic media, such as software, diskettes, CDs and files for viruses when acquired through public networks (e.g., internet sites) or from outside parties by using virus detection programs prior to installation or use. If users suspect a virus, the applicable system(s) or equipment must not be used until the virus is removed. The matter must be immediately reported to the applicable manager or DETR (ISO).

7. Only DETR approved and properly licensed software will be used or installed on DETR computers and will be used according to the applicable software license agreements. Security awareness training must be reinforced annually for all users of State information and information technology.
8. Users must ensure that any nonpublic information, data or software that is stored, copied, or otherwise used on DETR systems is treated according to the State and DETR standards regarding nonpublic information and applicable agreements and intellectual property restrictions.
9. Whenever a user ceases to be an employee, contractor, or other authorized user of DETR computer systems, such user shall not use DETR facilities, accounts, access codes, privileges, or information for which he/she is no longer authorized. This includes the return of all DETR IT resources including hardware, software, data, and peripherals.
10. Inappropriate use of e-mail includes, but is not limited to, sending and forwarding:
 - a. Messages, including jokes or language, that may be considered discriminatory, harassing, unlawful, defamatory, obscene, offensive, insensitive, or otherwise inappropriate (for example, messages about age, race, gender, disability, sexual orientation, national origin or similar matters).
 - b. Pornographic or sexually explicit materials.
 - c. Chain letters.
 - d. Information related to religious materials, activities, or causes, including inspirational messages.
 - e. Charitable solicitations unless sanctioned by the State or Chief Information Officer (CIO).
 - f. Auction-related information or materials unless sanctioned by the State or CIO.
 - g. Software or copyrighted materials without a legitimate business or instructional purpose.
 - h. Large personal files containing graphics or audio files (such as photographs and music).
 - i. Materials related to personal commercial ventures or solicitations for personal gain.
 - j. Information related to political materials, activities, or causes unless sanctioned or permitted by the State or CIO.
 - k. Unauthorized or inappropriate mass distribution or communication.
 - l. Any other materials that would be improper under this policy or other State or DETR policy.
11. Inappropriate use of the internet includes, but is not limited to, accessing, sending, or forwarding information about, or downloading from:
 - a. Sexually explicit, harassing, or pornographic sites.
 - b. "Hate sites" or sites that can be considered offensive or insensitive.
 - c. Auction or gambling sites.
 - d. Games, software, audio, video, or other materials that DETR is not licensed or legally permitted to use or transmit, or that are inappropriate or not required by State or DETR business.
 - e. Offensive or insensitive materials, such as sexually or racially oriented topics.
 - f. Any other materials that would be improper under other State or DETR policies.
 - g. Intentional importation of viruses, keyloggers, Trojans, or any other software that could be classified as malware or spyware.

CONSEQUENCES

Any inappropriate use of DETR computer systems or information may be grounds for discipline up to, and including dismissal. Should disciplinary action be required, the State of Nevada, progressive disciplinary procedures will be followed.

Department of Employment, Training and Rehabilitation

ACCEPTABLE USE AGREEMENT ACKNOWLEDGEMENT

This is to certify that I have read and agree to abide by the guidelines set forth within the DETR Acceptable Use Agreement. As an employee or business partner of DETR, I fully intend to comply with this policy realizing that I am personally liable for intentional misuse or abuse of the department's computer systems or information. If I have any questions about this policy, I understand that I need to ask my supervisor or DETR.

**If I refuse to sign this acknowledgement form, my supervisor will be asked to sign this form indicating that I have been given time to read and have had questions answered about this agreement. The supervisor will read this statement to me prior to signing the document and advise me that by not signing this document my rights to use the department's computer systems may be denied and may affect my ability to meet my job requirements.*

NAME (please print)	
SIGNATURE	
FUNCTIONAL UNIT	
DATE	

*SUPERVISOR SIGNATURE (if needed)	
SUPERVISOR COMMENTS	
DATE OF NEXT REVIEW AND AGREEMENT	

Date of next review should coincide with date of next Performance Evaluation.

Guidance on the Protection of Personal Identifiable Information

Personal Identifiable Information (PII) is defined as:

Any representation of information that permits the identity of an individual to whom the information applies to be reasonably inferred by either direct or indirect means. Further, PII is defined as information: (i) that directly identifies an individual (e.g., name, address, social security number or other identifying number or code, telephone number, email address, etc.) or (ii) by which an agency intends to identify specific individuals in conjunction with other data elements, i.e., indirect identification. (These data elements may include a combination of gender, race, birth date, geographic indicator, and other descriptors). Additionally, information permitting the physical or online contacting of a specific individual is the same as personally identifiable information. This information can be maintained in either paper, electronic or other media.

Safeguarding sensitive information is a critical responsibility that must always be taken seriously. Department of Labor internal policy specifies the following security policies for the protection of PII and other sensitive data:

- It is the responsibility of the individual user to protect data to which they have access. Users must adhere to the rules of behavior defined in applicable State of Nevada Enterprise Information Technology Systems (EITS) and DETR agency requirements.
- Employees and contract personnel having access to personal information shall respect the confidentiality of such information, and refrain from any conduct that would indicate a careless or negligent attitude toward such information. Employees and contract personnel also shall avoid office gossip and should not permit any unauthorized viewing of records contained in a DETR system of records, documents, etc. Only individuals who have a "need to know" in their official capacity shall have access to such systems of records, documents, etc.

The loss of PII can result in substantial harm to individuals, including identity theft or other fraudulent use of the information. Because DETR employees and contractors may have access to personal identifiable information concerning individuals and other sensitive data, we have a special responsibility to protect that information from loss and misuse.

With these responsibilities employees and contractors are required to:

- Safeguard PII and confidential information to which they always have access to.
- Obtain management's **written** approval prior to taking any sensitive information away from the office. The manager's approval must identify the business necessity for removing such information from the DETR facility including technology systems...

- When approval is granted to take sensitive information away from the office, the employee must adhere to the security policies described above.
- Supervisors should ensure their employees and contract personnel are aware of their responsibilities regarding the protection of PII at the DETR. In addition to the forgoing, if employees and contract personnel become aware of a theft or loss of PII, they are required to **immediately** inform their immediate supervisor. In the event their immediate supervisor is not available, they are to **immediately** report the theft or loss to the DETR Help Desk at 775-684-3888.

Reminder for Teleworkers:

State issued laptops: If you have a state issued laptop your hard drive is encrypted therefore any data on your hard drive is not accessible without a password.

Desktop computers: Do not store PII data on your local hard drives. Use your home drive (H:) or SharePoint folder.

Personal laptops: do not store PII data on your local hard drives. Do not store PII data on your local hard drives. Use your home drive (H:) or SharePoint folder.

Employee: _____ Date: _____

I. Purpose

This policy provides direction for offering, authorizing, and implementing telework at the Nevada Division of Environmental Protection (NDEP) as an option which could result in achieving increased productivity, decreased commute emissions, increased employee morale and retention, expanded access to State jobs into rural areas, or reduced costs associated with office space. This policy is designed to help managers and employees understand the telework environment and their associated rights, roles, and responsibilities.

II. Policy

It is the policy of NDEP to offer a telework program, where it is appropriate, and is subject to the approval and discretion of the Appointing Authorities or designee. Bureaus may have additional telework requirements, guidelines, or procedures, provided they are consistent with the intent of this policy.

III. Scope

This policy is applicable to all NDEP employees, supervisors, and managers who are eligible and approved to participate in the telework program. It is important to note that some positions or job classes may not be eligible to participate in the telework program. The telework program shall be considered a privilege, not an employee benefit or right. Determination of eligibility is at the discretion of the bureau chiefs, based on the needs of the bureau and programs and individual position Essential Functions and Work Performance Standards. The telework program includes two types of telework, as described in the Definitions section of this policy, either long term or situational.

IV. Definitions

1. **Appointing Authorities:** The appointing authorities are the supervisor, followed by the bureau chief. The bureau chief may override an approval or denial recommended by a supervisor. The Administrator is the highest level of appointing authority; they may override any approval or denial. At their discretion, the Administrator may delegate any authority defined in this policy.
2. **Primary Worksite:** The employee's primary assigned workspace in an NDEP office location. This includes the offices in the Bryan Building in Carson City or the Las Vegas office. The primary worksite could be an assigned office/cubical space or a free address workspace.

3. **Alternate Worksite:** For the purpose of this policy, “alternate worksite” refers to workspace at a place other than a primary assigned office location, such as the employee’s residence or other location agreed upon in the Telework Request and Agreement. The agreed upon alternate worksite does not change without approval; if a situational change is needed, the employee shall communicate in advance with their supervisor.
4. **Free Address Workspace:** An unassigned workspace in an NDEP office location that is maintained using clear-desk protocols and shared by multiple teleworkers. Clear desk protocols require the space is cleared of personal items and sanitizing wipes/sprays and hand sanitizer are provided and used on Free Address telephones and other such equipment to reduce the spread of contagions and promote the overall health of the workforce.
5. **Teleworker:** An employee, who for at least one or more days in a pay period, works at home or an alternate worksite to perform their assigned job duties.
6. **Telework:** Telework is defined as working at an alternate worksite that is away from the primary worksite. There are two types of telework under this policy:
 - a. Long-Term Telework:
 - An employee choosing this option will report to their primary worksite (the employee’s assigned, or free address, workspace in an NDEP office location) according to the schedule in the employee’s approved Telework Request and Agreement.
 - The teleworker’s alternate worksite will be the approved location agreed upon in the employee’s Telework Request and Agreement.
 - Employees participating in this voluntary program will enter a trial period of up to 60 days upon approval of the Telework Request and Agreement. This period will be used to determine whether the employee will continue long-term telework.
 - Upon completion of the trial period, or at some point thereafter, the employee may be required to relinquish their assigned primary worksite at the NDEP office. This would result in having their primary worksite reassigned to a Free Address workspace as requested by an NDEP Chief, Deputy, or Administrator. Assignment of long-term teleworkers to a free address workspace will only occur after NDEP managers consider staffing numbers, space constraints, and budget issues affecting the Bureau or the Agency.
 - b. Situational Telework:
 - Situational telework may consist of an employee working from an alternate worksite on an *ad hoc* basis. Examples under this scenario include telework mandated in response to emergency situations, during periods of extreme weather, in response to other state ordered restrictions, or to manage their time for the day around Family Sick Leave or personal appointments. An employee subject to this scenario will report to their primary worksite on a schedule agreed upon by the supervisor and the employee. Ad hoc telework

will not require the employee to complete a Telework Request and Agreement.

- Situational telework may also consist of an employee working from an alternate worksite for *temporary* period of time that is longer than an ad hoc period, but less than a long-term schedule (i.e., weeks or months, not days or years). Situational telework arrangements needed for a temporary period of time will require the employee to complete a Telework Request and Agreement. An employee requesting this option will report to their primary worksite on a schedule agreed upon in the employee's Telework Request and Agreement.

7. **NDEP Telework Request and Agreement:** The Telework Request and Agreement form, which includes expectations, responsibilities, and acknowledgements, is required for participation in the program and is an agreement between the employee and his or her direct supervisor. The employee's supervisor and bureau chief must indicate their recommendation to approve or deny the request on the form. The Administrator retains final authority to approve or deny the request and may delegate their authority at their discretion.
8. **Telework Memorandum of Understanding (MOU):** The MOU that addresses alternate worksite requirements and sets general criteria for claims related to on-the-job injuries.

V. Eligibility

1. Employee Eligibility for the telework program will be determined by the specific job responsibilities and workplace location of the employee. Employees or job classes with primary functions that require serving the public, or special equipment or machinery may be excluded. Determination of eligibility is at the discretion of the bureau chief, based on the needs of the bureau and programs.
2. Employees with a primary function that includes field work are expected to be in the office on a regular frequency in accordance with their Agreement, i.e., a field work employee should not regularly substitute all their "in office" days for field work.
3. The employee must be able to maintain a safe working environment while teleworking.
4. The following table includes maximum telework allowed for employees that may be further reduced by the bureau chief based on the needs of the bureau and programs and specific job responsibilities and work locations of the employee. Telework days are days working at the Alternate Work Site.

Employment at NDEP	Work Performance Standards	Maximum Telework Days
0 to 6 months	N/A	0
6 months to 5 years	Does Not Meet WPS on any one Job Element	0
	Meets or Exceeds WPS on all Job Elements	2
5 to 10 years	Does Not Meet WPS on any one Job Element	0
	Meets WPS on all Job Elements	2
	Exceeds WPS on all Job Elements	3
10 years and above	Does Not Meet WPS on any one Job Element	0
	Meets or Exceeds WPS on all Job Elements	3

5. Employees working a 4 day per week schedule may telework a maximum of 2 days per week. Employees working a 5 day per week schedule may telework a maximum of 3 days per week.

VI. Responsibilities

1. **Bureau of Administrative Services (BAS)** is responsible for:
 - a. Establishing and revising this policy.
 - b. Assisting employees, supervisors, and management in the interpretation and explanation of this policy.
 - c. Maintaining a file of all telework applications in employee personnel files and reviewing for consistency and compliance with the policy.

2. **Employees** are responsible for:
 - a. Requesting participation in the program, if eligible, by completion of the Telework Request and Agreement form, creating a written telework plan in communication with the supervisor.
 - b. Submitting a revised Telework Request and Agreement form to the supervisor if the alternate worksite changes. Such changes are not effective until approved.
 - c. Submitting a revised Telework Request and Agreement form to the supervisor should the employee identify necessary changes to the Agreement. Such changes are not effective until approved.
 - d. Ensuring the Agreement is reviewed and reapproved annually.
 - e. Meeting with their supervisor in accordance with the written telework plan, identified in the Telework Request and Agreement Terms and Conditions of Agreement #1, to discuss responsibilities, work schedules, performance monitoring, communication strategies, expectations for attendance at necessary meetings and for field work, and use of equipment and supplies while teleworking.
 - f. Complying with all terms and conditions of the employee's approved Telework Request and Agreement, the associated written telework plan, and all telework policy requirements.
 - g. Complying with NDEP's expectations for information security for employees working at any workspace location. Teleworkers are expected to ensure the protection of NDEP information and State Records.

- h. Ensuring that telework equipment (e.g., video camera, microphone, computer, etc.) is capable of communicating effectively and as required by the supervisor.
- i. Being present to carry out duties:
 - (1) at the primary worksite for in-person meetings requested by the supervisor or an NDEP manager;
 - (2) at a field location for any field work;
 - (3) at any other off-site location to carry out duties, as determined by the supervisor, regardless of the alternate worksite; and
 - (4) virtually for any meeting held while in telework status that the supervisor has determined does not require presence at the primary worksite, field location, or any other off-site location.

NDEP supervisors and managers will take reasonable steps to notify employees of schedule change needs in advance.

3. Supervisors are responsible for:

- a. Reviewing and recommending approval or denial of employee Telework Request and Agreement forms in a fair and equitable manner. Recommendations to deny must include an explanation on the telework agreement form.
- b. Working with eligible employees on individual written telework plans to meet program requirements, regardless of the alternate worksite.
- c. Managing the work of teleworker in their area of responsibility and assuring they receive the assistance and supplies/equipment needed to accomplish their job duties and responsibilities.
- d. Providing direction and supervision to program participants in the same manner as non-telework employees.
- e. Evaluating performance of teleworkers in a manner consistent with that received by employees working at the office, in both content and frequency, and in accordance with all elements of work performance standards.
- f. Ensuring an appropriate level of communication with the teleworker and establishing communication strategies in the written telework plan. Communication will be in a manner and frequency that is appropriate for the job and the teleworker involved, as determined by the supervisor; and a frequency of at least weekly to ensure regular communication with the teleworker while at the alternate worksite.
- g. Taking reasonable steps to notify employees of schedule change needs in advance.
- h. Ensuring the approved Telework Request and Agreement is reviewed and re-approved or updated annually.

4. Bureau chiefs are responsible for:

- a. Reviewing and recommending approval or denial of employee Telework Request and Agreement forms in a fair and equitable manner. Recommendations to deny must include an explanation on the telework agreement form.
- b. Presenting employee applications for final approval to the Administrator or designee.

- c. Ensuring an appropriate level of communication is occurring between the teleworker and the supervisor, and that communication strategies are established in a written telework plan. Communication will be in a manner and frequency that is appropriate for the job and the teleworker involved, and a frequency of at least weekly to ensure regular communication with the teleworker while at the alternate worksite.
5. **Division Administrator** or designee is responsible for reviewing and approving or denying employee Telework Request and Agreement forms for program participation in a fair and equitable manner. If the request is denied, an explanation will be provided on the telework agreement.

VII. Procedures

1. The employee shall review eligibility requirements for the telework program.
2. As required by the Telework Request and Agreement, Terms and Conditions of Agreement, #1: in communication and in compliance with requests from the supervisor, the employee shall draft a written telework plan for review and approval by the supervisor that includes methods and frequency of communication.
3. **Application Process:** An employee wishing to telework shall submit to their supervisor a written request for review and approval using the “NDEP Telework Request and Agreement” form. The form is then routed for review and comment to the bureau chief and then the Administrator for review and final approval or denial. All completed forms must be forwarded to the BAS Office of Human Resources (OHR) to be filed in the employee’s NDEP personnel record. The employee and the supervisor are required to maintain the form and ensure it is reviewed and reapproved annually and updated, if needed.

VIII. Program Requirements / Terms and Conditions

1. Participation in a telework program is at the discretion of the appointing authorities as defined in this policy. Telework may not be suitable for all positions or job classifications. In making decisions about which positions are appropriate to designate or approve for telework, the supervisor and bureau chief will analyze the duties of the positions and how the work is performed before considering telework as a suitable work option for a given position.
2. Bureaus must establish expectations for and monitor employee performance; determine suitable positions and eligible employees; determine availability of appropriate equipment, tools, and resources for use by teleworkers; and discuss how the employee will ensure security of confidential information and State Records will be maintained.
3. Each telework agreement will be discussed and reapproved at least annually, or sooner as needed. Because telework is selected as a feasible work option based on a combination of job characteristics, employee performance, and bureau needs, a change in any one of these elements may require a review of the telework agreement.
4. Except in the event of an emergency, employees who use a Free Address workspace at an NDEP office must give the supervisor at least 30-days’ notice to create a workspace when requesting to terminate the Telework Request and Agreement.

5. Teleworking does not change the duties, obligations, responsibilities, or terms and conditions of State employment. Employees who telework must comply with all rules, regulations, policies, practices, and instructions pertaining to their employment with the State, Department and Division. Employer rights are not affected by an employee's participation in the telework program. None of the benefits provided by the State are enhanced or abridged by the implementation of the telework program.
6. Teleworkers must perform their assigned duties during the shift/schedule agreed upon in the telework agreement while teleworking. Employees shall not engage in activities while teleworking that would not be permitted at the primary worksite. Teleworkers are considered in an official duty status during their designated work hours. Any flexing of time from the telework hours in the Telework Request and Agreement must be pre-approved in writing by the supervisor.
7. Allowable Schedules for telework shall conform with the Division Administrative Manual.
8. Rules regarding overtime, compensable hours, work-related travel, acceptable use of IT resources, and all other state and federal laws or employment-related policies apply to employees regardless of their work location.
9. Employees must notify their supervisor of any changes to their standard 40-hour work week (sickness, doctor visits, vacation, etc.) in accordance with Department policies and Nevada law and regulations. Dependent care arrangements must not interfere with work, and personal disruptions such as non-business telephone calls, chores and visitors must be kept to a minimum and ensure that the required number of hours of work are accomplished.
10. Teleworkers must keep their supervisor informed of progress on assignments worked on at the alternate worksite, including any issues or problems specific to teleworking that may impact their ability to maintain performance of job duties.
11. Methods of planning and monitoring teleworker's assignments are at the discretion of the supervisor and in accordance with the established written telework plan.
12. An employee must forgo teleworking if needed in the office or field on the scheduled telework day. If an employee is needed at the primary worksite, NDEP supervisors and managers will take reasonable steps to notify employees of schedule change needs in advance. Office needs will take precedence over telework days.
13. After providing a minimum two week notice and explanation, the supervisor, bureau chief, Administrator, or authorized designee, may terminate or modify a Telework Request and Agreement. Similarly, a teleworker may request to change or terminate a Telework Request and Agreement at any time after providing a minimum two-week notification (30 days if the employee is using a Free Address workspace). An individual Telework Request and Agreement may be terminated at any time without notice if the employee's performance declines, Division needs are not being met, or at the sole discretion of the Administrator.
14. It is the responsibility of the employee to maintain a proper work environment with respect to health and safety, which allows them to perform their duties safely and efficiently. Failure to maintain a proper work environment provides cause for the termination of the employee's telework agreement.
15. Teleworkers must designate one area of their alternate worksite as their alternate workspace (e.g., a bedroom, den, etc.) in the Telework Request and Agreement form.

Division may request the opportunity to inspect the employee's workspace for various work-related issues including but not limited to safety and workers' compensation concerns. Inspection may be in the form of on-site inspection, photographs, or another reasonable request. Supervisors must consult with their bureau chief prior to any on-site inspection, must conduct the inspection with two people, male and female, and must give the teleworker notice of inspection.

16. Employees are covered by workers' compensation for injuries that arise out of and in the course of their employment. Since the alternate worksite and the home may be one and the same, workers' compensation will only apply when the employee is working in the physically designated alternate worksite, during the designated work hours, and for only those duties within the scope and course of the job. Employees who suffer a work-related injury or illness while teleworking must notify their supervisor and the Division safety coordinator immediately and complete required forms for a work-related injury. Each Telework Request and Agreement must have a Telework MOU completed and signed by the employee.
17. The Division is not liable for damages to an employee's personal or real property while the employee is working at an alternate worksite. The employee understands that if using personally-supplied equipment or software, the department is released from any and all liability associated with business use of those items.
18. Equipment, software, supplies, and support required to successfully work at an alternate location must be addressed in the Telework Request and Agreement form. NDEP laptop/portable computers may be assigned to teleworkers depending upon availability. Any telephone, laptop or computer not provided by NDEP is the employee's responsibility and will not be enhanced, repaired or replaced by NDEP. NDEP will not provide office furniture or ergonomic equipment at a work location other than at an NDEP office location, unless telework is a reasonable accommodation approved through the ADA process.
19. Teleworkers are responsible to establish and provide home internet for the purposes of remote work. Internet service must be of sufficient speed to support all work-related applications, systems, and devices. All initial set up and maintenance costs, or costs associated with a teleworker changing locations are the responsibility of the teleworker.
20. All Division-issued equipment, tools or supplies are the property of the State of Nevada, must be used for business purposes only, and must be protected from theft, loss, or damage. Employees must immediately return all Division-issued equipment, tools, or other State property at the conclusion of the telework Agreement or at the Division's request. The teleworker may be held responsible for theft, loss, or damage to Division-issued equipment, tools, or supplies.
21. While teleworking, employees must take steps to preserve the security and confidentiality of Division information, State Records and resources. Employees must keep confidential documents State Records and materials securely stored and must prevent unauthorized access to Division equipment, information, and resources.

22. Teleworkers must maintain password protection to the same extent as required at the primary worksite. Any suspected loss or theft of Division documents, materials, or information, as well as any suspected hacks or breaches of security, must be reported to the supervisor immediately.



Approved By (NDEP Administrator)

May 28, 2021

Effective Date



NDEP Telework Request and Agreement

Employee Name		ID#
Job Title		
Employee Bureau		

This document acknowledges the formal agreement between the Nevada Division of Environmental Protection (NDEP) and the employee, allowing the employee to telework from home or another alternate workspace location under the Telework program. The sole purpose of the agreement is to facilitate the telework arrangement, and it does not constitute a contract of employment.

The employee may be required to work from the primary assigned office location on scheduled telework days based on operational needs.

The employee understands that if using personally supplied equipment or software, including ISP connections, the NDEP is released from any and all liability associated with business use of those items. The State of Nevada or the NDEP is not liable for any damage to personal or real property while the employee is performing official duties at an alternate worksite location.

The employee acknowledges that the agreement is subject to and requires the employee to comply with all applicable federal, state, and municipal laws as well as state administrative rules, and agency policies including those dealing with time reporting and accruing compensatory time, allowable work schedules, and can be modified at the discretion of NDEP managers. The employee must accurately report time and get approval prior to accruing any compensatory time.

As a condition of a telework agreement, NDEP managers may request photos of or arrange to inspect the alternate worksite for various work-related issues, including safe working conditions, maintaining appropriate confidentiality, management reviews, and equipment security. Supervisors retain the authority to disapprove an employee’s selection of an alternate worksite if, in the supervisor’s opinion, the workspace is not business appropriate and/or fails to provide a working environment compliant with this policy.

Telework is voluntary at the discretion of the NDEP and is not an employee right. The agreement may be discontinued or modified at any time with a minimum two-week notification by either the employer or the employee. An individual telework agreement may be terminated at any time without notice if the employee’s performance declines, Division needs are not being met, or at the sole discretion of the Administrator.

Terms and Conditions of Agreement:

1. I have met with my supervisor and created a written telework plan, including methods and frequency of communicating, planning, monitoring, and reporting assignments, tasks, activities, and accomplishments.
2. Telework Location and Contact Information:

Alternate worksite address and location	Phone Number(s)

3. Requested work schedule:

	Mon	Tues	Wed	Thurs	Fri	Sat	Sun
Office Hours							
Telework Hours							

Duration of the requested schedule:

- Long-Term Start Date: End Date:
 Situational Start Date: End Date:

4. My supervisor will maintain a copy of my work schedule. I agree to communicate with my supervisor if I need to deviate from this schedule.
5. NDEP supervisors and managers will take reasonable steps to notify employees of schedule change needs in advance; however:
 - a. I understand my supervisor/manger has the discretion to change my work schedule at any time.
 - b. I understand my supervisor/manager has the discretion to require me to change my regularly scheduled telework day and work from another work location.
 - c. I acknowledge that I am required to attend any in-office or off-site meetings or other activities as requested by my supervisor or a manager and that in-office or off-site meetings or other activities may need to be scheduled on my scheduled telework day(s).
 - d. I understand that field work is to be conducted in the field.
6. I will follow NDEP and bureau policy to request the use of leave and to use leave appropriately.
7. I acknowledge that I will comply with all State Information Security Policies, and DCNR Computer Resource Policies outlined by the DAM and Information Security Awareness trainings, including changing my password before it expires.
8. I acknowledge that I am required to bring any State-issued laptop/portable computer into the office at least monthly, to ensure that proper inventory control is maintained, and software security updates are installed.

9. I understand that my supervisor or other authorities at the State may monitor my work-related activities and may require me to submit work logs or other documentation to verify work performance and productivity during telework.
10. I acknowledge that I am responsible for maintaining safe working conditions at my home or approved alternate worksite. I will immediately report to my supervisor and/or OHR, any accident or injury occurring at my alternate worksite. I will designate one area of my alternate worksite as my alternate workspace (e.g. a bedroom, den, etc.) in Section 2, and any on-the-job injuries that occur outside this workspace will be denied pending investigation. I will adhere to the work hours set forth in Section 3, and any on-the-job injuries that occur outside those hours will be denied pending investigation. On-the-job injuries that appear to be outside the scope and course of employment will be denied pending investigation. ***Any injury is subject to investigation and may or may not be covered under the State Workers Compensation employee coverage.*
11. I understand a Telework Safety Checklist is available as a resource to create an alternate workspace. If requested, I agree to provide a picture of my alternate workspace to my supervisor or arrange for an inspection in accordance with the Telework Policy. *The state is not responsible for safety conditions at the alternate worksite, but if desired, a safety/ergonomic evaluation can be arranged through the Risk Management Division.*
12. I understand that NDEP will not provide office furniture or ergonomic equipment at my alternate workspace.
13. I agree to proactively communicate with my supervisor in the supervisor's preferred method of communication at the following frequency: [insert written description agreed to by employee and supervisor]
14. I will maintain contact with the bureau unit, as appropriate, to successfully perform assigned duties and responsibilities.
15. I will plan to do any photocopying, paper mailing, or other duties incurring a cost at the primary worksite. Any photocopying, paper mailing, or other duties incurring a cost at my alternate worksite will not be reimbursed.
16. I will use approved safeguards to protect State records from unauthorized disclosure, damage, or release of confidential business information and to comply with all requirements set forth by the Division and State laws, rules, policies, and regulations.
17. I will immediately inform my direct supervisor, or manager in my supervisor's absence, any time there is an actual or suspected system security issue that arises.
18. I will notify my supervisor if my alternate worksite needs to change and understand the new location will need to be authorized in the same manner as the original.
19. I agree that I will not conduct any unauthorized personal business including but not limited to dependent care, elder care, home repairs, other business activities, while in official duty status. I will make arrangements for any necessary dependent care and other personal responsibilities so as to ensure that I can work without interruption.

20. I agree that I will complete any additional training, if required, for participation in this program, including completion of the online telework training available at <https://www.telework.gov/training-resources/telework-training/virtual-telework-fundamentals-training-courses/>
21. I understand that by electing to participate in this program on a long-term basis, I may have to relinquish my specifically assigned workspace in a NDEP office building at some point after a trial period of 60 days. If so, I will remove all personal belongings from my previously assigned space within two weeks of receiving notification that I will be using a Free Address workspace.
22. I understand that when I work in a State office building, if I have relinquished my assigned workspace, I will be working at a Free Address workspace that is not assigned to me alone but contains the necessary plugins/tools for me to do my work.
23. I understand that I am responsible for the State-owned equipment housed in my alternate worksite and that I may be held responsible for theft, loss, or damage to Division-issued equipment, tools, or supplies.

Equipment List Detail:

List of Items Provided by the Division	Approved by Supervisor

24. I understand that I am responsible for providing internet service at my alternate worksite. Phone and internet service provider connections, including initial set up and maintenance costs, or costs associated with changing locations are also my responsibility.
25. I understand that my performance will be evaluated in accordance with my established work performance standards, regardless of my worksite location.
26. Bureau specific protocols/Comments/Special Circumstances:

Employee

I have read and understand all the provisions of the agreement and I agree to abide by them. I understand that if I fail to comply with the terms of this agreement, I may be subject to disciplinary action and that my participation in this telework agreement may be revoked.

I hereby request approval to participate in the Telework Program. I have read and understand NDEP’s Telework Policy. I agree to comply with all the employee responsibilities as outlined in section V of the Telework Policy: Yes No

Employee Name		
Signature		Date

Supervisor

I have read and understand all the provisions of the agreement, and I agree to uphold my responsibilities as outlined in section V of the Telework Policy.

Recommend Approval

Recommend Denial

Comments/Explanation for Denial:

Supervisor Name		
Signature		Date:

Bureau Chief

I have read and understand all the provisions of the agreement, and I agree to uphold my responsibilities as outlined in section V of the Telework Policy.

Recommend Approval

Recommend Denial

Comments/Explanation for Denial:

Bureau Chief Name		
Signature		Date:

Administrator

I have read and understand all the provisions of the agreement, and I agree to uphold my responsibilities as outlined in section V of the Telework Policy.

Approved

Denied

Comments/Explanation for Denial:

Administrator Name	
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Signature	Date:
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It is the employee’s responsibility to revise this agreement if the alternate worksite location changes and to ensure this agreement is reviewed and reapproved annually or sooner as explained in the Telework Policy. Changes are not effective until the revised Agreement is approved.

Distribution after all signatures have been obtained:

Original: Agency personnel file

Copy: Supervisor

Employee – use for annual reapproval as outlined below.

Annual Review and Reapproval

Employee: I hereby request approval to continue participation in the Telework Program with no changes to the listed Terms and Conditions.

Employee Initials	Date	Supervisor Initials	Date	Chief Initials	Date	Administrator Initials	Date

Distribution after all initials have been obtained:

Original: Agency personnel file

Copy: Supervisor

Employee

TELEWORK SAFETY CHECKLIST

Maintaining a safe home office is the teleworker's responsibility. The following checklist is designed to assess the overall safety of an alternative worksite. This checklist may be used by teleworkers as a general reference when creating an alternate workspace. Employees are encouraged to discuss any safety concerns they have with their supervisor. [OSHA's Computer Workstation Checklist](#) may also be helpful in creating safe and comfortable computer workstations.

#	General	Yes	No
1	Workspace is away from noise, distractions, and is devoted to your work needs?		
2	Workspace accommodates workstation, equipment, and related material?		
3	Floors are clear and free from hazards?		
4	File drawers are not top-heavy and do not open into walkways?		
5	Phone lines and electrical cords are secured under a desk or along wall, and away from heat sources?		
6	Temperature, ventilation, and lighting are adequate?		
7	All stairs with four or more steps are equipped with handrails?		
8	Carpets are well secured to the floor and free of frayed or worn seams?		
#	Fire Safety	Yes	No
9	There is a working smoke detector in the workspace area?		
10	A home multi-use fire extinguisher, which you know how to use, is readily available?		
11	Walkways aisles and doorways are unobstructed?		
12	Workspace is kept free of trash, clutter, and flammable liquids?		
13	All radiators and portable heaters are located away from flammable items?		
14	You have an evacuation plan, so you know what to do in the event of a fire?		

#	Electrical Safety	Yes	No
15	Sufficient electrical outlets are accessible?		
16	Computer equipment is connected to a surge protector?		
17	Electrical system is adequate for office equipment?		
18	All electrical plugs, cords, outlets, and panels are in good condition? No exposed/damaged wiring?		
19	Equipment is placed close to electrical outlets?		
20	Extension cords and power strips are not daisy chained and no permanent extension cord is in use?		
21	Equipment is turned off when not in use?		
#	Computer Workstation	Yes	No
22	Chair casters (wheels) are secure and the rungs and legs of the chair are sturdy?		
23	Chair is adjustable?		
24	Your back is adequately supported by the backrest?		
25	Your feet are on the floor or adequately supported by a footrest?		
26	You have enough leg room at your desk?		
27	There is sufficient lighting?		
28	The computer screen is free from noticeable glare?		
29	The top of the screen is at eye level?		
30	There is space to rest the arms while not keying?		
#	Other Safety/Security Measures	Yes	No
31	Files and data are secure?		
32	Materials and equipment are in a secure place that can be protected from damage and misuse?		
33	You have an inventory of all State equipment in the office including serial numbers?		
34	If applicable, do you use up-to-date anti-virus software, keep virus definitions up-to-date and run regular scans?		

This checklist was obtained from the Utah Department of Environmental Quality

**STATE OF NEVADA
DEPARTMENT OF ADMINISTRATION
TELECOMMUTING POLICY**

Policy 3.3.1

Effective: 07/01/2021

PURPOSE

The purpose of this policy is to define the telecommuting program of the Department of Administration (the "Department") and the guidelines and rules under which it will operate.

SCOPE

This policy applies to all employees working under the authority of or within the Department who are eligible and approved to participate in the telecommuting activities and whose duties otherwise qualify as defined in this policy.

POLICY

It is the policy of the Department to offer full and part-time telecommuting options for employees who meet the eligibility requirements. Telecommuting opportunities may be suitable for some employees but not for others as determined by management. Telecommuting is a privilege not an entitlement, it is not a statewide benefit, and does not change the terms and conditions of working at the Department. The Department may not require an employee to telecommute, except during authorized emergencies as declared by the Governor pursuant to NRS 414.070, and employees may not demand the right to telecommute. The policy of the Department is that telecommuting will not disrupt the services provided to internal or external customers.

RIGHTS AND RESPONSIBILITY

A. Employees Rights and Responsibility

Except as specified in this policy or agreed to in the individual telecommuting agreement signed by the employee, employee rights and responsibilities are not affected by participation in a telecommuting program.

None of the benefits provided by the State are enhanced or abridged by the implementation of a telecommuting agreement. All forms of telecommuting imply an employer-employee relationship. The employee is expected to adhere to all the same policies, regulations, and performance expectations established for all employees of the Department.

Worksite/office needs will take precedence over telecommute days. An employee must forgo telecommuting if needed at the worksite/office on the regularly scheduled

telecommute day. The employee will be given as much advance notice as possible if they will be needed at the worksite/office on the regularly scheduled telecommute day.

The employee is responsible for providing an appropriate workspace, including all necessary equipment to perform his/her normal job functions unless otherwise stated in the written agreement. Any equipment supplied by the Department is to be used for business purposes only and shall be returned upon termination of the telecommuting arrangement. Any additional financial burden resulting from the telecommuting arrangement is solely the responsibility of the employee.

Employees must notify their supervisor of any changes to the standard 40-hour work week (sickness, doctor visits, vacation, etc.) in accordance with the Department's Leave and Overtime Policy.

The employee may be eligible to receive workers' compensation benefits if they incur a job-related injury in the designated workspace during the employee's defined work period. It is the responsibility of the employee to ensure a safe workspace when working from home. Since the workplace and home may be one and the same, workers' compensation will not apply to non-job-related injuries that might occur at the alternative site. Employee must notify his/her supervisor immediately and complete all necessary documents regarding a job-related injury.

Employees must:

1. request participation in the program by completion of the application process in advance, and if accepted;
2. meet with their supervisor to discuss arrangements and responsibilities;
3. comply with all terms and conditions of the individual agreement and all telecommute policy requirements;
4. comply with the Department's information security policies just as if employees were working at the worksite, telecommuting employees will be expected to ensure the protection of all Department information;
5. keep their supervisor informed of progress on assignments worked on at the alternative worksite, including any problems that they may experience while telecommuting;
6. be able to be reached by phone, email or other agreed upon source during telecommuting periods; and
7. maintain a designated alternate workspace for telecommuting purposes and consent to have the space evaluated by Department personnel for conformance with workers' compensation insurance purposes.

B. Supervisors Rights and Responsibility

All forms of telecommuting imply an employer-employee relationship and the employer, and the employee are expected to adhere to all relevant policies and regulations.

Each Division will determine methods of planning, monitoring, receiving, and reporting the employee's activity and accomplishments.

Each telecommuting agreement will be discussed and renewed at least annually, or whenever a review is appropriate. Because telecommuting is selected as a feasible work

option based on a combination of job characteristics, employee performance, and Division needs, a change in any one of these elements may require a review of the telecommuting agreement.

The Department of Administration may request the opportunity to inspect the employee's workspace for safety and workers' compensation concerns.

Supervisors must:

1. review and respond to employee Telecommuting Request and Agreement Forms in a fair and equitable manner;
2. work with eligible employees or individual work plans and program requirements;
3. provide direction and supervision to program participants;
4. manage the work of employees in his/her area of responsibility and assure that employees receive the assistance they need to accomplish his/her responsibilities;
5. provide an appropriate level of communication between the telecommuter and supervisor in a manner and frequency that is appropriate for the job and the individual involved;
6. ensure that any Department supplied equipment is returned upon termination of the telecommuting agreement; and
7. maintain a copy of all employee Telecommuting Request and Agreement Forms.

C. Agency Human Resource Services Rights and Responsibility

Agency Human Resources Services must:

1. assist employees, supervisors, and management in the interpretation and explanation of this policy; and
2. maintain a file of all Telecommuting Request and Agreement Forms and review for consistency and compliance with the policy.

D. Department Director, Division Administrators Rights and Responsibility

Department Director and/or Division Administrator must:

1. establish and revise the Department Telecommuting Policy; and
2. review and respond to employee Telecommuting Request and Agreement Forms for program participation in a fair and equitable manner. Except as specified in this policy or agreed to in the individual Telecommuting Request and Agreement Form, employer rights are not affected by an employee's participation in the telecommuting program.

PROCEDURE

A. Eligibility

Eligibility depends on job content rather than job title, grade level, type of appointment, or work schedule. To be eligible, an employee must:

1. possess a demonstrated high level of competency in the work to be performed;
2. have demonstrated the ability to work independently and manage his/her own time and workload effectively with minimal supervision;
3. have earned a "Meets Standards" or better performance in accordance with the performance appraisal process if the employee is in the classified service; and

4. be able to establish and maintain a safe, dedicated alternate workspace for telecommuting.

Before entering into any telecommuting agreement, the employee and supervisor shall evaluate the suitability of such an arrangement by taking the following into consideration:

1. employee suitability based on the above criteria;
2. the suitability of essential functions, job responsibilities, and duties for a telecommuting arrangement, taking into consideration the nature of the work and the security of the information; and
3. equipment requirements, workspace design, and scheduling issues.

B. Requesting Permission to Telecommute (Form)

An employee wishing to request a telecommuting arrangement shall submit a written request for approval to his/her supervisor on the required "The Nevada Department of Administration Telecommuting Request and Agreement Form". A copy of all approved telecommuting agreements will be forwarded to the Department Director or his/her designee.

The supervisor is required to maintain a copy of the form and ensure it is reviewed and updated (if needed) at least annually.

All forms must be forwarded to Agency Human Resources Services to assist with oversight of the program.

C. Travel

Travel to the central worksite/office location is the responsibility of the employee. For business travel during any telecommute workday refer to the Department's Vehicle Use Policy, the Department's Travel Policy, and the State Administrative Manual.

D. Long Distance Phone Calls

Employees needing to make long distance phone calls for work purposes during their workday will need to coordinate with his/her agency beforehand on the appropriate method of reimbursement.

E. Home Office Utilities, Connectivity and Infrastructure

Costs associated with home office utilities, connectivity and infrastructure are the responsibility of the employee and will not be reimbursed.

F. Termination of Telecommuting Agreement

The Director, Division Administrator, supervisor, or the employee may terminate the telecommuting agreement for any reason at any time with 10 calendar days' notice. When feasible, written notice will be provided but this is not a requirement.

The opportunity to participate in this telecommuting program is offered only with the understanding that it is the responsibility of the employee to ensure that:

- a proper workspace environment is maintained;
- dependent care arrangements do not interfere with work; and

- personal disruptions, such as non-business telephone calls and visitors, must be kept to employee break times.

Failure to maintain a safe and functional workspace environment or achieve a “Meets Standards” or better performance evaluation as determined by management, may provide cause for discipline and the termination of the employee’s telecommuting agreement as outlined in this policy.

Approval for any telecommuting request is based upon program requirements as determined by the Division Administrator. Therefore, employees previously participating in a telecommuting assignment are not assured a telecommuting assignment in the future.

DEFINITIONS

- A. “Telecommuting” means working at an alternate worksite that is away from the main or primary worksite/office typically used by the organization. Telecommuting is a mutually agreed upon work arrangement between the telecommuter, supervisor, and Division Administrator and/or the Director. Telecommuting may be on a part-time or full-time basis.

The telecommuting program, while it may benefit employees, should not be viewed or approved solely for the employee benefit, but rather evaluated and approved as a worksite alternative based upon the job content, satisfactory work performance, and work requirements of the Division. The telecommuter, supervisor, Division Administrator or Director may end the telecommuting arrangement at any time, with at least 10 calendar days’ notice, when feasible.

- B. “The Nevada Department of Administration Telecommuting Request and Agreement Form” is required for application, approval, expectations, and agreement.

EXCEPTION

On occasion there are special circumstances that may require an exception to this policy be granted. Exceptions, while not common, require the approval of the Director of the Department of Administration or his/her designee.

This policy is not a substitute for relevant law or regulation, nor does it establish additional rights beyond those provided in law and regulation. This policy is intended to be used in conjunction with State law and the Nevada State Administrative Manual (SAM).

Laura E. Freed, Director

4/12/2021
Issue Date

Individual Telecommuting Agreement: The supervisor and employee must work together to create an individual telecommuting agreement. The agreement must include methods of communicating, planning, and monitoring workload. (Attach pages as necessary).

I have read and understand my responsibilities as a telecommuter and agree to comply with all the provisions of the Department of Administration Telecommuting Policy.

This agreement expires in one year from the date signed, or sooner as explained in the related Department Telecommuting Policy.

Employee Signature: Sign and Print Name _____
Date

Supervisor Signature: Sign and Print Name _____
Date
 Approved Denied

Appointing Authority Signature: Sign and Print Name _____
Date
 Approved Denied

The supervisor must maintain a copy of this form and provide a full copy to the Division Administrator and the Department Director or his/her designee. This form must be forwarded to Agency Human Resources Services.