

**STATE OF HAWAI'I**  
**TELEWORK PROGRAM**  
**GUIDELINES**

**I. INTRODUCTION**

Teleworking has become an increasingly important employment tool that can fulfill key business needs while helping employees balance their work and quality of life concerns. It offers an alternative work arrangement that departments can utilize, based on voluntary participation and the management prerogative to participate in the program.

The objectives of the telework program are to:

- Improve program effectiveness and employee productivity and morale;
- Reduce office space requirements;
- Improve employee recruitment and retention;
- Reduce traffic congestion and improve air quality; and
- Effectively continue business as part of a disaster recovery or emergency plan (e.g., pandemic influenza, terrorist attacks, hurricanes, and other types of emergencies or department closures).

These Guidelines provide the framework for telework opportunities for state employees as an alternative work option, in appropriate circumstances.

**II. SCOPE**

The Telework Program guidelines apply to all civil service and exempt employees of Executive Branch departments that elect to participate in the Telework Program. These program guidelines do not apply to employees of the Department of Education and University of Hawai'i Board of Regents appointees. Departments that elect to participate in this program shall adopt and enforce these Guidelines. Employees' participation in the Telework Program shall be at the sole discretion of the Employer. Any change to these Guidelines requires the concurrence of the Director of the Department of Human Resources Development and consultation with the employees' exclusive representatives, if applicable.

**III. DEFINITIONS**

"Central Work Site" means the established place of work at the state department facility or operation.

"Confidential Information" means any information or government records obtained through the course of the teleworker's official duties, which, if disclosed, would constitute a clearly unwarranted invasion of personal privacy and/or violate state and/or federal law.

"Core Hours" means the scheduled hours when a teleworker must be available for contact at the remote work site unless leave is authorized or the teleworker is directed to

## TELEWORK PROGRAM

the central work site or other site by supervisory personnel. Core hours remain intact at all times, are not flexible and cannot be changed without prior supervisory approval.

“Department Head” means the head of a department, as defined in Chapter 26: Executive and Administrative Departments, Hawai‘i Revised Statutes, or his/her designated representative.

“Emergency Teleworker” means a teleworker who is required to continue to work at his or her remote worksite during all emergency situations when the agency is closed. The designation is included in the employee’s Telework Agreement.

“Emergency Situation” means a national security situation as officially declared by the President of the United States; a state of emergency declared by the Governor; or other extended emergencies as designated by the Department Head and/or his/her designee.

“Home-based” means an appropriately identified telework site in an employee’s home, rather than the Central Work Site. Employees shall perform the functions, duties and responsibilities of their position from that home location.

“Regular and Recurring Teleworking” means telework that is performed on a regular schedule (e.g. at least one day per pay period at a set location) and is established by a formal agreement between the employee and the supervisor.

“Remote Work Site” means a work site that is geographically in a location other than the central work site, e.g., home-based or in a work center.

“Situational Teleworking” means telework that is performed on an approved work schedule where an employee works on an occasional, one-time, or irregular (non-routine) basis, typically for a day or a block of days. Circumstances which may be appropriate for “situational” teleworking include, but are not limited to:

- Special projects or assignments that could be effectively performed away from the central work site.
- When all reasonable commute routes are blocked (e.g., due to storm or disaster).
- When the central work site is inaccessible or uninhabitable.
- During an emergency situation (e.g., pandemic influenza, disaster, etc.).

This type of teleworking may be approved on a case-by-case basis. Oral approval may be provided during emergency situations.

“Telework” means a work arrangement that allows employees the opportunity to perform their duties at a remote work site during an agreed upon portion of the work week.

“Telework Agreement” means the signed agreement between the employee and the department outlining the employee’s participation in the telework program. See Attachment B.

# TELEWORK PROGRAM

## IV. GENERAL PROVISIONS

### A. Participation

1. Participation in the Telework Program is a management prerogative. The best interest of the department and/or the State shall be the major factor in reviewing individual requests. However, if the telework arrangement conforms to telework criteria established in the department's telework program guidelines, the employee's request for telework shall not be unreasonably denied. Upon request by the employee, the denial and the reason for denial shall be in writing. Appeals shall be subject to the respective bargaining unit's Grievance Procedure, provided such grievance shall not be subject to arbitration.
2. All requests for employee participation shall be reviewed and decided by the Department Head or designated representative. See Attachment C.
3. Work suitable for teleworking will be determined by the Department Head, based on factors such as job duties and responsibilities rather than job title, type of appointment, work schedule, or the employee's desire to telework.
4. For non-emergency situations, participants are to telework on a part-time (e.g., 1 to 4 days per week, occasionally) basis only.
5. Employees whose work and/or work performance require supervision shall not be eligible for the telework program e.g. employees on probational status, employees requiring training and monitoring, employees whose work performance requires close supervision for improvement, etc.
6. Employees new to a department or who have been re-assigned within a department may need some time to get to know the people and the organization, may require on-the-job training and may not be immediately eligible for the telework program.
7. Participation in the telework program may not be used to replace appropriate arrangements for dependent care.
8. Management reserves the right to require employees to report to the central work site on scheduled teleworking days, based on the work requirements. The department's needs shall take priority over an individual's telework agreement.
9. The department has the right to refuse to make telework available to an employee or to terminate an employee's participation at any time, with reasonable notice, if it is no longer in the best interest of the department's operations or an employee's performance does not meet the performance

## **TELEWORK PROGRAM**

expectations. To the extent possible, at least five (5) working days notice should be given.

10. Employees teleworking in non-emergency situations have the right to terminate their participation in the program at any time, with reasonable notice, and shall return to the central work site. To the extent possible, at least five (5) working days notice should be given to ensure that he/she can be properly accommodated at the central work site.

### **B. Maintenance of rights and benefits**

1. Teleworkers retain all rights, salary, benefits and insurance coverage pertaining to their conditions of employment as provided for in the departmental and civil service rules and regulations, relevant collective bargaining agreements, and the Hawai'i Revised Statutes, as applicable, except for those conditions which are specified herein. In addition, the employer shall not be obligated to retain office space for teleworkers for the duration of their telework agreement.
2. The program does not alter the employee's terms and conditions of their respective appointments, work status or work responsibilities.

### **C. Duration**

1. The employee's participation is valid for a time frame, as determined by the supervisor and Department Head in the Telework Agreement.
2. An employee's Telework Agreement may be extended by mutual agreement. If extended, the terms of the agreement shall be reviewed and updated as necessary.

### **D. Work schedule**

1. The amount of work employees are expected to complete per day or per pay period remains unchanged. Lunch and rest periods shall be taken during the course of the work day and shall not be "saved" to shorten the work day.
2. Teleworkers shall not work more than eight (8) hours per day and/or forty (40) hours per week without prior written supervisory approval. Supervisors shall monitor teleworkers and their timesheets to ensure no one is working more than eight (8) hours per day and/or forty (40) hours per week without prior approval. Exception: If the teleworker is working under an approved Alternative Work Week or Four-Day Work Week arrangement, the hours of work applicable to such arrangement shall be adhered to.
3. Employees' work schedules may be modified by mutual agreement with their supervisors, however, they must be available at their remote work

## TELEWORK PROGRAM

site during scheduled work hours unless they request and receive approval for leave or are directed by their supervisors to report to the central work site to attend meetings, perform filing, photocopying or other duties that cannot be accomplished at the remote work site, or when the use of the remote work site is impracticable (e.g., the computer is being repaired, power failures, Internet service goes down, etc.).

It is recommended that supervisors discuss work assignments with teleworkers in advance, in the event of computer failure, power failure, etc. or if there's a need for the teleworker to report to the central work site.

4. Access to certain computer systems may be provided for during office hours only. All after hours access to such systems shall be determined on an individual basis.
5. When employees are scheduled to report to work at the central work site, they shall report at the time specified by their supervisors provided it is within their normally scheduled work hours. Teleworkers shall obtain prior approval by their supervisors before making any changes to the agreed upon work schedule.

### **E. Overtime**

1. All hours worked in excess of eight (8) hours per day or forty (40) hours per week must have prior supervisory approval and shall constitute overtime work compensable in accordance with applicable laws, rules and regulations, and collective bargaining agreements, unless the employee is working under an approved Alternative Work Week or Four-Day Work Week arrangement, in which case the overtime provisions for such arrangement shall apply.
2. Work performed without approval shall not constitute overtime work.

### **F. Night Differential**

1. Night differential shall not be paid during the employee's regularly scheduled hours under the employee's telework arrangement.

### **G. Work assignments/evaluations**

1. It is recommended that teleworkers report to the central work site at least once a week to meet with their supervisors on work assignments, attend staff meetings, and perform any other work that cannot be performed as expeditiously or thoroughly at the remote work site.
2. Work shall be performed in accordance with standard work procedures and guidelines. Program and work performance shall be measured by focusing on quality, quantity and timeliness of work.

## **TELEWORK PROGRAM**

### **H. Attendance records**

1. Teleworkers are required to complete time sheets and/or other attendance reports, as determined by the department head, to verify work hours. Teleworkers shall log the number of hours worked each day on a form that they shall sign to certify as to accuracy and submit to their supervisor within the time period specified by the supervisor. (See Attachment D – Sample Teleworker Time/Attendance Sheet.)

### **I. Leaves of absence**

1. Vacation and sick leave shall be charged based on the amount of time the employee is scheduled to work on that day.
2. Teleworkers must obtain supervisory approval before taking leaves of absence, in accordance with established office procedures, bargaining unit contracts/agreements, executive order, rules, or other applicable authority.
3. Teleworkers who will not be available during scheduled work hours due to personal business or illness, must notify their supervisor and request authorized leave.
4. If leave is granted, the appropriate leave documents shall be submitted in accordance with bargaining unit contract/agreement, executive order, rules, or other applicable authority.
5. When teleworkers become ill on a scheduled telework day, they shall notify their supervisor, report the hours worked and apply for the appropriate leave to cover the hours not worked, in accordance with bargaining unit contract/agreement, executive order, rules or other applicable authority.

### **J. Temporary and/or Emergency Closures**

1. Department Heads may allow teleworking for emergency situations or other unique situations (e.g., blocked commute routes, inclement weather, storms, or disaster).
2. Department Heads may require teleworkers to continue working from their remote work site on the day of an emergency situation if the emergency occurs on the employees' scheduled telework day.
3. A Department Head may designate employees to be "emergency teleworkers." "Emergency teleworkers" will be required to continue to work at their remote work site during all emergency situations when the agency is closed or other extended emergency as designated by the Department Head or his/her designee. They will be expected to remain in

## TELEWORK PROGRAM

contact with their agencies, as conditions permit, during any closure situation and may be called to work at their remote work site during emergency situations, as defined in Section III. These designations should be an integral part of the department's standard operating procedures, such as but not limited to the following, Continuity of Operations Planning (COOP), civil defense plan, disaster response plan, emergency evacuation plans, etc.

4. The teleworking employee shall immediately contact his/her supervisor for guidance if an emergency arises that adversely affects the remote work site (e.g., disruption of electricity, etc.), if the teleworker faces a personal hardship that prevents him/her from working successfully at the remote work site, or if the telecommuter's duties are such that he/she cannot continue due to loss of contact with the central work site. Paid duty status or leave status shall be determined in the same manner as at the central work site.

### **K. Travel/ Reimbursement**

1. Travel time during scheduled work hours between the remote work site under these Guidelines and the teleworker's central work site and vice versa shall be considered as official duty time, provided travel is pre-approved or pre-authorized by the supervisor.
2. Mileage to and from the remote work site under these Guidelines and the teleworker's central work site shall not be subject to mileage reimbursement.
3. Parking fees shall not be subject to parking reimbursement.

### **L. Utility and Other Miscellaneous Reimbursements**

1. Teleworking from a home-based remote work site may increase an employee's home utility costs. Where the telework arrangement is requested by the employee, the State shall not be responsible for any utility and other operating costs, as well as safety compliance costs, associated with the participating employee's use of his or her residence as an alternative work site. This includes, but is not limited to, home maintenance, insurance, utilities, broadband, internet service provider, and telephone expenses.
2. For an "Emergency Teleworker," as designated by the Department Head, electricity costs resulting from the work performed for the department may be reimbursable, provided that the work to be performed is pre-approved by the Department Head and appropriate documentation is submitted. Such reimbursement shall not exceed \$5.00 for each telework day. Additional telephone charges associated with work-related usage are reimbursable as approved and documented to the satisfaction of the Department Head or designated representative.

## TELEWORK PROGRAM

### **M. Remote work site**

1. The remote work site must have available desk space and/or an adequate work station in an approved area of the home dedicated to the exclusive use of the telework program during scheduled work hours to perform job duties in a safe and efficient manner. (See Attachment E – Telework Safety & Security Checklist Employee Self-Certification)
2. The telework arrangement shall be certified by departmental Information Technology personnel for adherence to technical standards developed by the department or the Department of Accounting & General Services, Information & Communication Services Division (DAGS/ICSD) technical personnel for safe, secure, remote access to State systems and resources.
3. The remote work site shall be accessible to visits by supervisory personnel at reasonable times during normal work hours in the event supervisory personnel wishes to ensure compliance with safety standards. (See Section V.A.5.)

### **N. Safety**

1. The work area exclusively dedicated to teleworking is considered an extension of the department's work site for workers' compensation purposes. Any teleworker who is injured during the course of conducting official business during the established working hours shall notify his/her supervisor immediately and complete all necessary documents regarding the injury. The claim for workers' compensation benefits will be determined pursuant to the Hawai'i Workers' Compensation Law.
2. Failure to maintain a proper and safe work environment in accordance with these Guidelines may be cause for terminating an employee's participation in the telework program.
3. The Employer will not be responsible for injuries suffered at the remote work site by other persons.

### **O. Equipment**

1. Department Heads or designated representatives shall determine the equipment requirements of teleworkers and the appropriate combination of equipment utilization, i.e., State or employee-owned equipment. (See Attachment F – Equipment Issued to Teleworking Employee)
2. The department may provide teleworking employees with equipment as well as software and requisite data supplies, as may be needed and as determined by the Department Head or designated representative.

## TELEWORK PROGRAM

3. Teleworkers are responsible for the proper use, care, maintenance, and safety/security of equipment and supplies to guard against theft and damage.
4. State-provided equipment and supplies shall be for authorized business use only and protected against unauthorized use. The teleworker shall not use or allow others to use the State-provided equipment or supplies for non-State business.
5. State-purchased software shall not be duplicated except as authorized by the supervisor.
6. State equipment shall remain the property of the department and shall be returned promptly at the end of the telework arrangement or when directed by the supervisor and/or the department's Information Technology Manager or designee.
7. Current statewide "Acceptable Usage Policies for Information Technology Resources" (AUP) and department-specific policies shall apply to all State provided equipment, software, communications facilities, access privileges, resources, etc. Employees will be required to acknowledge and accept all usage policies presented in the AUP(s).
8. Teleworkers who receive departmental approval to utilize their own personal computer understand that the State will not be liable for any expenses related to the cost, care, damage, depreciation, and theft of the personal equipment. Teleworkers shall ensure their equipment meets State standards and is compatible with State equipment. In addition, teleworkers are on notice that there is no proprietary interest in the work product and no reasonable expectation of privacy while using personal equipment for work purposes and any work information or data stored on such equipment may be accessed by the State and may be disclosed to law enforcement or other third parties. (See Attachment C – Request for Participation in the Telework Program)
9. In case of theft, teleworkers must file a police report and immediately notify their supervisor for internal reporting and processing.

### **P. Training**

1. Training shall be provided to teleworkers on linking their equipment between the remote work site and the central work site.

### **Q. Supplies**

1. Supplies required to complete assigned work shall be obtained during a teleworker's scheduled work days at the central work site.

## **TELEWORK PROGRAM**

2. Reimbursement for supply purchases shall not be allowed without prior supervisory approval and documentation that the purchase was made in accordance with procurement procedures.

### **R. Work materials**

1. Work materials that are deemed restricted access, such as payroll records, shall not be removed from the central work site. Exception: See IV.S.7.
2. Materials that contain employee social security numbers, date of birth, home address, home phone number, cell phone number, bank and/or savings account numbers shall not be removed from the central work site to the remote work site. Programs/files that contain employee social security numbers, date of birth, home address, home phone number, cell phone number, bank and/or savings account information shall not be accessible from the remote work site. Exception: See IV.S.7.

### **S. Security**

1. Security of confidential information is of primary concern and importance to the State.
2. All telework arrangements must be coordinated with departmental Information Technology personnel or DAGS/ICSD technical personnel for review and approval of computer security, hardware and software configurations, etc.
3. Teleworkers are responsible for maintaining confidentiality and security at the remote work site.
4. Teleworkers, like all state employees, shall adhere to all applicable laws, rules, regulations, policies, and procedures regarding workspace security, information confidentiality, appropriate handling of data and other information processed or managed in the course of work.
5. Teleworkers are responsible for the proper use, care and maintenance of equipment, and reasonable safety and security precautions to guard against theft and damage of equipment as well as theft of computer access codes and confidential information, documents and data.
6. Restricted-access or confidential information shall not be removed from the central work site, or accessed via the computer from the remote work site. Exception: See IV.S.7.
7. In the event the Employer should permit a Teleworker to transport restricted or confidential information, the teleworker shall encrypt all data on all computers (including laptops) and devices that carry agency data, unless the agency determines the data to be non-sensitive. The

## **TELEWORK PROGRAM**

teleworker shall ensure that programs/files that contain such confidential information shall be protected from unauthorized disclosure in a manner consistent with the central work site.

8. Materials needing to be destroyed/disposed of shall be brought to the central work site during regular visits to be destroyed appropriately.

### **T. Rent/lease/condominium/insurance restrictions**

1. Any restrictions on the use of a teleworker's home as a remote work site through clauses in lease agreements, condominium rules or cooperative bylaws, community covenants, and homeowners/renters insurance policies shall be the employee's responsibility to resolve prior to the commencement of the telework arrangement.

### **U. Care for children/others**

1. Teleworkers shall not undertake to provide primary care during scheduled work hours for a child (or children), elderly, ill, or disabled person, or a person who requires significant care.

### **V. Other costs**

1. Teleworkers shall be responsible for any and all costs relating to homeowner's insurance premiums, tax implications related to the home work space, and/ or other personal liabilities such as, but not limited to, injuries to third parties on the teleworker's premises.

## **V. RESPONSIBILITIES**

### **A. Departments and Agencies**

1. Identify and select positions and employees best suited for teleworking. Review and either approve or deny employee requests for telework. Complete and submit Attachment A to the union prior to implementing telework. (See also Section VI)
2. Identify and select positions and employees who will be required to continue working from their remote work sites in the event of an emergency situation.
3. Determine program length and equipment needs and identify financial resources to fulfill those needs, number of telework days per week, scheduled work hours, core hours, and the teleworker's duties and responsibilities at the remote work site.
4. Determine the cost effectiveness of individual telework agreements. Cost effectiveness is a major criterion in accepting, rejecting, or terminating

## TELEWORK PROGRAM

individual telework agreements. Increased cost to the department could be offset by cost savings for increased productivity, reduced absenteeism, etc.

5. Department Heads and/or designees may inspect, initially and periodically, the teleworker's remote work site to ascertain safety and efficiency of the remote work site.
6. Review, monitor and evaluate job performance by focusing on the quality, quantity and timeliness of the work product.
7. Ensure teleworkers and central work site staff understand the program, how it works and their role in overall operational and program efficiency.
8. Review, monitor and evaluate employee participation in the program as well as impact on overall operations on a regular basis (e.g., at least every 3 months for the duration of the Telework Agreement). (See Attachment G – Telework Status Report – Supervisor's Report)

### **B. Employee**

1. Request supervisory approval to participate in the Program by completing the telework application. (See Attachment C – Request for Participation in the Telework Program)
2. Comply with all State rules, regulations, policies, practices, and/or instructions in the performance of their duties. Any violations may result in an employee's exclusion from further participation in the telework program and/or disciplinary action, up to and including termination of employment.
3. Request supervisory approval for sick, vacation, or other leaves and overtime work as if working at the central work site. Teleworkers shall complete and submit time and attendance sheets to their supervisors within the time period specified by the supervisor.
4. Allow reasonable on-site visits by management, supervisory, technical repair or data specialists, as needed, to ensure the remote work site is safe and free from hazards or to maintain, repair, inspect or retrieve State equipment, software, data and supplies.
5. Report immediately any work-related injuries to their supervisor.
6. Ensure confidentiality of computer access codes and other confidential documents.
7. Agree not to undertake to provide primary care of children/others during scheduled work hours.

## **TELEWORK PROGRAM**

8. Meet on a regular basis with supervisor or as directed by supervisor at the central work site to receive work assignments, attend staff meetings, and perform any other work that cannot be performed as expeditiously or thoroughly at the remote work site.
9. Review all written materials such as memos and announcements and perform at the central work site any required work which is impracticable to do at the remote work site.
10. Remain liable for tax implications, insurance concerns, and other personal liability issues.
11. Promptly return State equipment at the end of the telework arrangement or when directed by supervisory personnel.
12. Complete the Telework Status Report and submit to supervisor within the time period specified by the supervisor. (See Attachment H – Telework Status Report – Employee Report)
13. Participate in studies or research relating to the telework program.
14. Safeguard sensitive data from unauthorized disclosure at the remote work site in a manner equivalent to the central work site.

### **C. Department of Human Resources Development**

1. The Director of Human Resources Development shall take action and make decisions necessary on questions involving the general administration and interpretation of these Guidelines, and to resolve any ambiguities, inconsistencies, and omissions of these Guidelines. In emergency situations the Director may waive certain requirements of these guidelines, as necessary.

## **VI. GUIDELINES FOR REVIEWING AN EMPLOYEE'S REQUEST FOR PARTICIPATION**

- A. An employee wishing to participate first discusses teleworking and potential benefits with his/her supervisor. If the supervisor makes a preliminary determination that participation may be beneficial to the department, the employee submits the "Request to Participate in the Telework Program" form (Attachment C).
- B. The supervisor reviews job duties, work content, employee knowledge and performance and decides on program suitability.
  1. In general, positions that are suitable for teleworking often have the following characteristics.

## TELEWORK PROGRAM

- a) Work involves extensive writing, policy development, research, analysis, and computer-oriented tasks.
  - b) Work requires little daily face-to-face interaction with others and long stretches of time when the employee may operate independently.
  - c) Work is project-oriented or segments are clearly defined and can be generated within specified time periods.
  - d) Work is portable and can be performed effectively outside the office.
  - e) Work consists of reading/processing tasks, e.g., reading proposals and reviewing or conducting research.
  - f) Technology needed to perform the job off site is currently available.
  - g) Security of data can be adequately assured.
2. In general, characteristics of successful teleworkers usually include the following traits.
- a) Demonstrated dependability and the ability to handle responsibility.
  - b) High level of productivity.
  - c) Ability to work with minimal direct supervision.
  - d) High level of personal motivation.
  - e) High level of skill and job knowledge.
  - f) Good organizational and time management skills.
3. In general, teleworking is not suitable for employees whose positions:
- a) Require the employee to have daily face-to-face contact with the supervisor, co-workers, subordinates, clients, or the general public in order to perform his or her job effectively, and/or
  - b) Involve tasks that cannot otherwise be achieved via telephone, fax, e-mail, or similar electronic means.
4. Telework is not suitable for employees who are not meeting performance expectations and requirements.

## TELEWORK PROGRAM

5. Supervisors should also take into account the employee's particular circumstances/reasons for requesting telework.
- C. A "Telework Agreement" and written duties and responsibilities are completed, signed, and submitted to the Department Head for review and approval. The best interest of the department and/or State shall be the major factor in reviewing individual requests. However, if the telework arrangement conforms to the telework criteria established in the department's telework program guidelines, the employee's request for telework shall not be unreasonably denied. Upon request by the employee, the denial and the reason for denial shall be in writing. Appeals shall be subject to the respective bargaining unit's Grievance Procedure, provided such grievance shall not be subject to arbitration.
- D. Employees receive a copy of the signed "Telework Agreement", and the duties and responsibilities to be performed at the remote work site.

### VII. ATTACHMENT

- A. Telework Program Participation
- B. Telework Agreement
- C. Request for Participation in the Telework Program
- D. Sample Teleworker Time/Attendance Sheet
- E. Telework Safety & Security Checklist – Self Certification
- F. Equipment Issued to Teleworking Employee
- G. Telework Status Report – Supervisor's Report
- H. Telework Status Report – Employee Report



**TELEWORK AGREEMENT**

This agreement is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and between the STATE OF HAWAI'I, \_\_\_\_\_ (hereinafter "Department") and its employee, \_\_\_\_\_ (hereinafter "You" or "Your") to commence a program of teleworking. The Department approves your participation and agrees to adhere to applicable policies and guidelines.

This arrangement is not an employee entitlement, does not change the terms and conditions of your appointment, is not a substitute for child or other dependent care arrangements, nor are you assured that this work option will continue indefinitely. This arrangement is intended to be an additional method the Department utilizes to accomplish work.

**TYPE OF ARRANGEMENT:**      Regular/Recurring    Situational

**EMERGENCY DESIGNATION:**    Non-Emergency    Emergency

Teleworkers designated as "Non-Emergency" can be required to continue working from their remote work site if an emergency agency closure occurs on his/her scheduled teleworking day. Teleworkers designated as "Emergency Teleworkers" will be required to continue to work at their remote work site during all emergency situations when the agency is closed and are expected to remain in contact with their agencies, as conditions permit.

**EFFECTIVE DATE:**

This agreement is effective from \_\_\_\_\_ to \_\_\_\_\_

**DURATION AND TERMINATION:**

Agreements for teleworkers designated as "Non-Emergency" may be extended by mutual agreement. If extended, the terms of this agreement shall be reviewed and updated as necessary. You may terminate this agreement at any time by giving your supervisor reasonable notice and returning to your central work site. The Department has the right to terminate or modify this agreement at any time, after reasonable notice. To the extent possible, both you and your Department agree to provide at least five (5) working days notice of a desire to terminate this agreement.

Agreements for teleworkers designated as "Emergency" shall be at the discretion of the Department. To the extent possible, your Department agrees to provide at least five (5) working days notice to modify or terminate this agreement.

**WORK LOCATION:**

Your Central Work Site is: \_\_\_\_\_

Your Remote Work Site is: \_\_\_\_\_

Your Remote Work Site Phone Number is: \_\_\_\_\_

Describe in detail the designated work area at your remote work site: \_\_\_\_\_

\_\_\_\_\_

Employee's Initials \_\_\_\_\_

10/19/2017

**WORK SCHEDULE:**

The amount of work you are expected to complete per day or per pay period remains unchanged. Your work schedule may be modified by mutual agreement with your supervisor. However, you must be available at your remote work site during the scheduled work hours listed below and at the times when you are scheduled and expected to be at your identified remote work site, unless: 1) leave has been requested/approved, or 2) you are directed to the central work site by your supervisor.

| Day of the Week | Start Time | End Time |
|-----------------|------------|----------|
|                 |            |          |
|                 |            |          |
|                 |            |          |
|                 |            |          |
|                 |            |          |
|                 |            |          |
|                 |            |          |

You shall contact the central work site \_\_\_\_ times daily to retrieve messages. You shall report to the central work site \_\_\_\_ days per week, or as directed by your supervisor. Management reserves the right to require teleworkers to report to the central work site on scheduled telework days, based on work requirements. The department's needs shall take priority over an individual's telework agreement.

Any changes to the agreed upon schedule shall be approved in advance by your supervisor. You are required to complete and sign time sheets and/or other attendance reports to verify work hours.

You shall comply with Section IV.D.3 of the Telework Program Guidelines regarding work schedule.

**MISCELLANEOUS CONDITIONS:**

You agree to participate in all studies, inquiries, reports and analyses related to teleworking.

**AMENDMENTS:**

This Agreement may be modified, amended, or terminated at any time by written notification from the Department to the Employee, as necessary, to ensure that the operating needs of the Department are met.

**DECISION TO APPROVE/DENY PARTICIPATION:**

Any and all decisions by management to modify, amend, or terminate this agreement are management's prerogative. However, if the telework arrangement conforms to telework criteria established in the department's telework program guidelines, the employee's request for telework shall not be unreasonably denied. Upon request by the employee, the denial and the

Employee's Initials \_\_\_\_\_

10/19/2017

reason for denial shall be in writing. Appeals shall be subject to the respective bargaining unit's Grievance Procedure, provided such grievance shall not be subject to arbitration.

**DISCLAIMER:**

Nothing contained in this Agreement conveys nor is it intended to convey a contract of employment.

**CERTIFICATION:**

I hereby certify that I have read and understand the terms and conditions of this Agreement, as well as the State's Acceptable Usage of Information Technology Resources Policy and any applicable departmental policy, and do hereby agree to their entire content and to adhere to applicable guidelines and policies. I also have received a copy of the Telework Program Guidelines. I understand that if I use my personal equipment for work purposes, the State may obtain access to any information and data processed for work purpose from my personal equipment and may disclose such information to law enforcement or other third parties. I also understand that information contained in this Agreement is accurate as of this date, but that the applicable policies and guidelines may change or be added without amending this Agreement accordingly. In the event of such changes, I agree that this Agreement will be subject to them.

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Date

I have reviewed and discussed the terms and conditions of this Agreement with the employee.

\_\_\_\_\_  
Supervisor's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Department Head's Signature

\_\_\_\_\_  
Date

Employee's Initials \_\_\_\_\_

**REQUEST FOR PARTICIPATION  
IN THE TELEWORK PROGRAM**

|                              |   |   |  |
|------------------------------|---|---|--|
| Employee Name:               |   | Job Title:  |  |
| Department/Division/Section: |   |   | BU Code                                |
| Work Address:                |   | Phone Number:   |  |
| Remote Work Site Address:    |   | Phone Number:   |  |
| Supervisor's Name:           |   | Supervisor's Job Title:   |  |
| Type of Arrangement:         | <input type="checkbox"/> Regular/Recurring<br>_____ Days per week | <input type="checkbox"/> Situational<br>Indicate Specific<br>Dates: _____ | Miles from office<br>to home:<br>_____ |

- Briefly describe your current job responsibilities. (Use additional sheets if necessary).
- Please read each of the following job characteristics and then rate each according to your current job requirements. If there is a high requirement for this aspect of your job, then mark an "x" in High. If it has little importance, mark an "x" in the Low column.

| Job Requirements                                       | HIGH | LOW |
|--|------|-----|
| 1. Ability to control and schedule work                |      |     |
| 2. Clear and understandable work assignment objectives |      |     |
| 3. Work autonomy                                       |      |     |
| 4. Concentration required                              |      |     |
| 5. PC or computer terminal work                        |      |     |
| 6. Amount of face-to-face public contact required      |      |     |
| 7. Amount of telephone communications required         |      |     |
| 8. Amount of in-office reference material required     |      |     |
| 9. Amount of data security required                    |      |     |

- How will teleworking assist you in meeting the goals and needs of your work unit and the department, and benefit the State?

Employee's Initials \_\_\_\_\_

10/19/2017

4. How often would you want to telework? (Check only one)
- About once every 2 weeks
  - About once a week
  - Two days a week
  - Three or four days a week
  - Occasionally for special projects
  - Other (please explain): \_\_\_\_\_

5. What kind of work would you expect to do while teleworking? (Check as many as applicable and provide approximate percentage of time for each)

| Tasks   | Percentage of Time |
|---|--------------------|
| <input type="checkbox"/> Writing                              |                    |
| <input type="checkbox"/> Word processing                      |                    |
| <input type="checkbox"/> Data management/computer programming |                    |
| <input type="checkbox"/> Reading                              |                    |
| <input type="checkbox"/> Phone calling                        |                    |
| <input type="checkbox"/> Sending/Receiving electronic mail    |                    |
| <input type="checkbox"/> Field visits/meetings                |                    |
| <input type="checkbox"/> Planning/organizing                  |                    |
| <input type="checkbox"/> Administrative support work          |                    |
| <input type="checkbox"/> Evaluation/research/analysis         |                    |
| <input type="checkbox"/> Other (please specify)               |                    |

6. Describe the work space at your remote work site that you intend to dedicate to performing your work.
7. What equipment would you need to be provided by the Employer to enable you to telework? (Check all that apply)
- Computer
  - Printer
  - Fax Machine
  - Office Furniture
  - Scanner
  - Additional Phone Line
  - Software
  - Other (please specify)
8. What distractions or obligations might make working at home difficult? What are your plans for handling these distractions/obligations?

**Certification:**

I certify that I have read and understand the terms and conditions as outlined in the Telework Program Guidelines and understand that if my participation is approved, I am bound by the terms and conditions of the Program. I also certify that I have read and accepted the terms and conditions as outlined in the State's Acceptable Usage of Information Technology Resources Policy & Procedures (AUP) and departmental policy and procedures. A copy of the AUP Acknowledgement Form is attached. I understand that if I use my personal equipment for work purposes, the State may obtain access to any information and data processed for work purposes from my personal equipment and may disclose such information to law enforcement or other third parties. I also understand that if management does not have the resources to support this endeavor, my request may not be approved at this time. I understand that my participation is voluntary and that either the supervisor or I may discontinue my participation in this Program at any time.

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Date

## 9. Supervisor's Comments:

Please provide your assessment of this employee's ability to telework, including the need for supervision and frequent feedback, organization and planning skills, and level of self-discipline to complete work.

Please provide an assessment of how this department and the State will benefit if this employee teleworks.

Approved                       Disapproved

Conditions for approval: (costs, equipment, core hours, etc.)

\_\_\_\_\_  
Supervisor's Signature

\_\_\_\_\_  
Date

10. Technical Review:                       Approved                       Disapproved

The remote work site meets the technical requirements for safe, secure, remote access.

\_\_\_\_\_  
Departmental IT Supervisor's Signature

\_\_\_\_\_  
Date

11. Department Head Review:                       Approved                       Disapproved

\_\_\_\_\_  
Department Head's Signature

\_\_\_\_\_  
Date

Employee's Initials \_\_\_\_\_

10/19/2017

**TELEWORKER  
TIME/ATTENDANCE SHEET**

|                              |               |          |
|------------------------------|---------------|----------|
| Employee's Name:             | Job Title:    |          |
| Department/Division/Section: | Position No.: | BU Code: |

Enter Month Code  
In Applicable Half

| First Half          | Second Half | Start Time | End Time | Hours Worked | REMARKS<br><small>(Also indicate start and end time for lunch periods in this column)</small> |
|---------------------|-------------|------------|----------|--------------|---|
| 1                   | 16          |            |          |              |   |
| 2                   | 17          |            |          |              |   |
| 3                   | 18          |            |          |              |   |
| 4                   | 19          |            |          |              |   |
| 5                   | 20          |            |          |              |   |
| 6                   | 21          |            |          |              |   |
| 7                   | 22          |            |          |              |   |
| 8                   | 23          |            |          |              |   |
| 9                   | 24          |            |          |              |   |
| 10                  | 25          |            |          |              |   |
| 11                  | 26          |            |          |              |   |
| 12                  | 27          |            |          |              |   |
| 13                  | 28          |            |          |              |   |
| 14                  | 29          |            |          |              |   |
| 15                  | 30          |            |          |              |   |
|                     | 31          |            |          |              |   |
| Total Hours Worked: |             |            |          |              |   |

I certify that the time claimed above is correct. No other claim has been made or will be made for the above period.

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Supervisor's Signature

\_\_\_\_\_  
Date

**TELEWORK SAFETY & SECURITY CHECKLIST  
EMPLOYEE SELF-CERTIFICATION**

|                              |                         |
|------------------------------|-------------------------|
| Employee's Name:             | Job Title:              |
| Department/Division/Section: |                         |
| Supervisor's Name:           | Employee's Work Number: |

The following checklist is designed to assess the overall safety of the remote work site. Each participant should read and complete the self-certification safety checklist. Upon completion, the checklist should be signed and dated by the participating employee and immediate supervisor. Participating employees may be subject to a physical inspection of their remote work site by supervisory personnel during scheduled work hours to ensure compliance with safety standards.

The remote work site is located at: \_\_\_\_\_

Describe the designated work area: \_\_\_\_\_

To the best of your knowledge:

| PART I – WORKPLACE ENVIRONMENT  | YES | NO |
|---|-----|----|
| 1. Is the workplace free of asbestos-containing material?   |     |    |
| 2. If asbestos-containing material is present, is it undamaged and in good condition?   |     |    |
| 3. To the extent it can be determined, is the work area free of indoor air quality problems?  |     |    |
| 4. Are temperature, noise, ventilation, and lighting levels adequate for maintaining normal level of job performance?   |     |    |
| 5. Are all stairs with four or more steps equipped with handrails?  |     |    |
| 6. Are all circuit breakers and/or fuses in the electrical panel labeled as to intended service?  |     |    |
| 7. Do circuit breakers clearly indicate if they are in the open or closed position?   |     |    |
| 8. Are all electrical equipment free of recognized hazards that would cause physical harm (e.g., frayed wires, bare conductors, loose wires, flexible wires running through walls, exposed wires to the ceiling)? |     |    |
| 9. Will the building's electrical system permit the grounding of electrical equipment?  |     |    |
| 10. Are aisles, doorways, and corners free of obstructions to permit visibility and movement?   |     |    |
| 11. Are file cabinets and storage closets arranged so drawers and doors do not open into walkways?  |     |    |
| 12. Do chairs have any loose casters or wheels?   |     |    |
| 13. Are the rungs and legs of chairs sturdy?  |     |    |
| 14. Are the phone lines, electrical cords, and extension wires secured under a desk or alongside a baseboard?   |     |    |

Employee's Initials \_\_\_\_\_

4/05/10

| PART I – WORKPLACE ENVIRONMENT   | YES | NO |
|--|-----|----|
| 15. Is the office space neat, clean, and free of excessive amounts of combustibles (materials that can catch fire)?              |     |    |
| 16. Are floor surfaces clean, dry, level, and free of tripping hazards?  |     |    |
| 17. Are carpets well secured to floor and free of frayed or worn seams?  |     |    |
| 18. Is there a potable (drinkable) water supply?   |     |    |
| 19. Is there a smoke detector in or near the work area?  |     |    |
| 20. Is adequate ventilation present for the desired occupancy?   |     |    |
| 21. Do you have an emergency evacuation plan with emergency telephone numbers and a means of escape?                             |     |    |
| 22. Is there a toilet?   |     |    |
| 23. Is there enough light for reading?   |     |    |
| PART II – WORK STATION (IF APPLICABLE)   |     |    |
| 24. Is the chair height and keyboard placement conducive to good ergonomic design?   |     |    |
| 25. Do you know how to adjust your chair?  |     |    |
| 26. Is your back adequately supported by a backrest?   |     |    |
| 27. Are your feet on the floor or fully supported by a footrest?   |     |    |
| 28. Are you satisfied with the placement of your monitor and keyboard?   |     |    |
| 29. Do you need a document holder?   |     |    |
| 30. Is it easy to read the text on your screen?  |     |    |
| 31. Do you have enough leg room at your desk?  |     |    |
| 32. Is the screen free from noticeable glare?  |     |    |
| 33. Is the top of the screen at eye level?   |     |    |
| 34. Is there a drawer or area where you can place work materials in a secure area while you are away from your work station?     |     |    |
| 35. Have you informed your family and visitors that your work may be confidential and that your work privacy must be maintained? |     |    |
| 36. Have you taken adequate precautions to prevent burglary or unwanted visitors in your home?                                   |     |    |

I believe the responses to the Telework Safety & Security Checklist are accurate and my remote work site is a reasonably safe and secure place to work. I also understand that it is my responsibility to notify my supervisor of any significant change to my remote work site work area or space.

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Date

Received by:

\_\_\_\_\_  
Supervisor's Signature

\_\_\_\_\_  
Date

Confirmation by Supervisor if remote work site inspection was conducted:

\_\_\_\_\_  
Supervisor's Signature

\_\_\_\_\_  
Date

Employee's Initials \_\_\_\_\_

**EQUIPMENT ISSUED TO TELEWORKING EMPLOYEE**

The following State-owned equipment has been issued to the employee and has been documented by the Department.

| ITEM         | SERIAL NUMBER | ISSUED | DATE | CONDITION OF EQUIPMENT |
|--------------|---------------|--------|------|------------------------|
| Computer     |               |        |      |                        |
| Monitor      |               |        |      |                        |
| Lap Top      |               |        |      |                        |
| Fax Machine  |               |        |      |                        |
| Telephone    |               |        |      |                        |
| Desk         |               |        |      |                        |
| Chair        |               |        |      |                        |
| File Cabinet |               |        |      |                        |
| Printer      |               |        |      |                        |
| Scanner      |               |        |      |                        |
| Other (List) |               |        |      |                        |
|              |               |        |      |                        |
|              |               |        |      |                        |
|              |               |        |      |                        |
|              |               |        |      |                        |
|              |               |        |      |                        |
|              |               |        |      |                        |
|              |               |        |      |                        |
|              |               |        |      |                        |

\_\_\_\_\_  
Supervisor's Signature

\_\_\_\_\_  
Date

I affirm by my signature below that I have been issued the above-referenced items and agree to protect such equipment in accordance with departmental guidelines and to promptly return all equipment at the end of the telework arrangement or when so directed by supervisory personnel.

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Department Head's Signature

\_\_\_\_\_  
Date

**TELEWORK STATUS REPORT****SUPERVISOR'S REPORT**

To be completed periodically (e.g., at least once every three (3) months, for the duration of the Telework Agreement).

|  |                             |
|--|-----------------------------|
| Supervisor's Name:   | Job Title:                  |
| Department/Division/Section:                                   |                             |
| Teleworker's Name:   | Supervisor's Work Number:   |
| Reporting Period:<br>From _____ To _____                       | Supervisor's Email Address: |
| Miles from Central Work Site to Teleworker's Remote Work site: |                             |

1. On the days the employee teleworked, did he/she communicate with you for assistance or direction? If so, what were the reasons for the communication?

2. Did you notice any change in your employee's productivity during this report period?

- No change.
- Employee was more productive than usual.
- Employee was less productive than usual.

3. As a supervisor, did you have any problems as a result of your employee teleworking?  
(Check all that apply)

|  | RATE                     |                          |                          |                          |                          |
|--|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
|  | Minor Problem            |                          |                          | Major Problem            |                          |
|  | 1                        | 2                        | 3                        | 4                        | 5                        |
| <input type="checkbox"/> Communication with teleworker was difficult.                      | <input type="checkbox"/> |
| <input type="checkbox"/> Scheduling meetings or conferences was difficult.                 | <input type="checkbox"/> |
| <input type="checkbox"/> Received complaints from co-workers.                              | <input type="checkbox"/> |
| <input type="checkbox"/> Received complaints from colleagues outside this work unit.       | <input type="checkbox"/> |
| <input type="checkbox"/> Received complaints from public or officials from other agencies. | <input type="checkbox"/> |
| <input type="checkbox"/> Employee didn't work hours he/she was scheduled.                  | <input type="checkbox"/> |
| <input type="checkbox"/> Employee worked too long while teleworking.                       | <input type="checkbox"/> |
| <input type="checkbox"/> I'm not sure how much teleworker accomplished.                    | <input type="checkbox"/> |
| <input type="checkbox"/> Other (please specify)  | <input type="checkbox"/> |
| <input type="checkbox"/> Other (please specify)  | <input type="checkbox"/> |

4. Did you notice any of the following advantages? (Check all that apply)

|   | RATE                     |                          |                          |                          |                          |
|---|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
|   | Minor Advantage          |                          |                          | Major Advantage          |                          |
|   | 1                        | 2                        | 3                        | 4                        | 5                        |
| <input type="checkbox"/> Other employees could use the teleworker's space and equipment during the days he/she was not present. | <input type="checkbox"/> |
| <input type="checkbox"/> Teleworker's attitude was, or became, more positive.   | <input type="checkbox"/> |
| <input type="checkbox"/> Teleworker used less vacation than might have been expected.   | <input type="checkbox"/> |
| <input type="checkbox"/> Other (please specify)   | <input type="checkbox"/> |
| <input type="checkbox"/> Other (please specify)   | <input type="checkbox"/> |

5. General comments (optional):

**TELEWORK STATUS REPORT**  
**EMPLOYEE REPORT**

|  |                           |
|--|---------------------------|
| Employee's Name:                         | Job Title:                |
| Department/Division/Section:             |                           |
| Supervisor's Name:                       | Employee's Work Number:   |
| Reporting Period:<br>From _____ To _____ | Employee's Email Address: |
| Miles from Office to Home: _____         |                           |

1. How many days did you telework during this reporting period? \_\_\_\_\_
2. How many total miles of driving did you save by teleworking? \_\_\_\_\_
3. What kind of work did you do while teleworking? (Check all that apply)

| Tasks   | Percentage of Time |
|---|--------------------|
| <input type="checkbox"/> Writing                              |                    |
| <input type="checkbox"/> Word processing                      |                    |
| <input type="checkbox"/> Data management/computer programming |                    |
| <input type="checkbox"/> Reading                              |                    |
| <input type="checkbox"/> Talking on the phone                 |                    |
| <input type="checkbox"/> Sending/Receiving electronic mail    |                    |
| <input type="checkbox"/> Field visits/meetings                |                    |
| <input type="checkbox"/> Planning/organizing                  |                    |
| <input type="checkbox"/> Administrative support work          |                    |
| <input type="checkbox"/> Evaluation/research/analysis         |                    |
| <input type="checkbox"/> Other (please specify)               |                    |

## 4. Did you have any problems while teleworking? (Check all that apply)

|   | RATE                     |                          |                          |                          |                          |
|---|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
|   | Minor Problem            |                          | 3                        | Major Problem            |                          |
|   | 1                        | 2                        |                          | 4                        | 5                        |
| <input type="checkbox"/> Equipment failed to work or was slow.                  | <input type="checkbox"/> |
| <input type="checkbox"/> Communications with supervisor were difficult.         | <input type="checkbox"/> |
| <input type="checkbox"/> Communications with others were difficult.             | <input type="checkbox"/> |
| <input type="checkbox"/> I missed having my colleagues nearby.                  | <input type="checkbox"/> |
| <input type="checkbox"/> I didn't have all the information I needed with me.    | <input type="checkbox"/> |
| <input type="checkbox"/> Interruptions from family/household members.           | <input type="checkbox"/> |
| <input type="checkbox"/> Care of children or other dependents caused problems.  | <input type="checkbox"/> |
| <input type="checkbox"/> Self-discipline to complete work.                      | <input type="checkbox"/> |
| <input type="checkbox"/> Self-discipline to stop working at the end of the day. | <input type="checkbox"/> |
| <input type="checkbox"/> Other (please specify)                                 | <input type="checkbox"/> |
| <input type="checkbox"/> Other (please specify)                                 | <input type="checkbox"/> |

Comments (optional):

## 5. Did you notice any advantages while teleworking? (Check all that apply)

|  | RATE                     |                          |                          |                          |                          |
|--|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
|  | Minor Advantage          |                          | 3                        | Major Advantage          |                          |
|  | 1                        | 2                        |                          | 4                        | 5                        |
| <input type="checkbox"/> Fewer interruptions.                          | <input type="checkbox"/> |
| <input type="checkbox"/> I drove fewer miles in my car.                | <input type="checkbox"/> |
| <input type="checkbox"/> I was able to get more work done than usual.  | <input type="checkbox"/> |
| <input type="checkbox"/> I could work around my family's schedule.     | <input type="checkbox"/> |
| <input type="checkbox"/> I could work during the hours I'm at my best. | <input type="checkbox"/> |
| <input type="checkbox"/> I didn't have to dress for the office.        | <input type="checkbox"/> |
| <input type="checkbox"/> My stress level was down.                     | <input type="checkbox"/> |
| <input type="checkbox"/> Increased morale.                             | <input type="checkbox"/> |
| <input type="checkbox"/> Other (please specify)                        | <input type="checkbox"/> |

Comments (optional):