

STATE PERSONNEL DEPARTMENT TELEWORK GUIDELINES

Purpose:

The purpose of these Telework Guidelines is to define the telework program for state employees and the rules under which it will operate. The Telework Guidelines permit the appointing authority to designate employees to work at alternate locations in order to promote efficiencies or when necessary due to a state of emergency. These guidelines will assist managers and employees with understanding their rights and responsibilities.

Telework shall be a work arrangement in which a selected state employee is allowed to perform the normal duties and responsibilities of his or her position through the use of computer or telecommunications at home or another place apart from the employee's usual workstation. An appointing authority may establish a telework program for all or any part of the agency.

Definitions:

Telework is a work arrangement in which an agency may direct or permit employees to perform their usual job duties away from their primary workstations, in accordance with work agreements. Two main categories of telework exist as follows:

- **Regular, recurring telework** may be full-time or part-time, such as one or two days a week. This level of telework requires a formal agreement between the employee and manager and must receive final approval from the appointing authority or designee. A copy of the agreement will be provided to the agency personnel office and placed in the employee's agency personnel file.
- **Temporary or emergency telework** may be used during short-term illness, transportation emergency due to weather, personal circumstances that may prohibit an employee from reporting to work on that business day, a natural disaster, or during a declared state of emergency. During this type of telework arrangement, a formal agreement is not required, but the appointing authority may wish to issue a directive to staff detailing the telework requirements for the duration of the temporary or emergency situation.

Primary Workstation -The employee's usual and customary workstation.

Alternate Workstation - A workstation other than the employee's usual and customary workstation (primary workstation) and may include the employee's home.

Telework Agreement- The signed document that outlines the understanding between the agency and the employee regarding the telework arrangement.

Eligibility Requirements:

Eligibility and selection for participation in a telework program shall be the decision of the agency, with no implied or specific right to participation being granted to an employee. As such, telework is a management option and not a universal employee benefit or right. Telework may not be suitable for all employees or positions. Selection of employees shall not be arbitrary nor based on seniority, but shall be based on specific, work-related criteria established by management. Employees who are not meeting current job expectations, including issues with attendance or those with corrective action plans or disciplinary actions, are not eligible for telework.

Conditions of Telework:

The agency and the employee agree that, at the agency's discretion, the employee may perform assigned work for the agency at a location other than the agency's primary workstation as telework. The employee's duties, responsibilities, and conditions of employment remain the same as if the employee were working at his/her primary workstation. Employee base salary and benefits shall not change as a result of telework. The teleworker shall be responsible for the security and confidentiality of data as well as the protection of state-provided equipment used or accessed during telework. The teleworker shall agree to maintain a clean, safe workstation. An on-site visit by the employer for monitoring of safety issues shall not require advance notice by the employer. The employee will continue to comply with federal, state, and agency laws, policies, and regulations while working at an alternate location. The employee shall remain subject to all agency disciplinary policies and procedures while performing work in the alternate location.

Dependent Care: Teleworking employees are prohibited from providing dependent (child or adult) care while working from home, unless such care is necessary due to a declared state of emergency by the Governor.

Work Assignments and Evaluation: The employee will meet with his/her supervisor as required to receive assignments and to review completed work. The employee will complete all assigned work according to procedures mutually agreed upon with the supervisor. The employee will be required to adhere to those performance standards agreed upon with the supervisor for telework purposes. The evaluation of the employee's job performance will be based on such established standards. Performance must remain satisfactory for the employee to continue to telework. If an employee's productivity decreases or other performance/conduct issues arise, the teleworking employee should be treated no differently than an employee working in the regularly assigned office location. This means that coaching and counseling should take place and, if necessary, disciplinary action as appropriate.

Work hours: Work hours and location are specified as part of this agreement. The employee must be accessible to the public, if required, and the agency during the specified work hours. The Telework Agreement should, when appropriate, establish a time period in which the employee must respond to work-related emails and telephone calls. If an employee's equipment is not operational at any given time or is unable to be accessed during the specified telework work hours, then the employee may be required to use annual or compensatory leave time if unable to report to the primary work location.

Pay and Attendance: The employee's base salary and benefits remain the same as if the employee were working at his/her primary workstation. The employee will continue to comply with federal, state, and agency laws, regulations, policies, and procedures while working at the alternate workstation. If the employee works less than the employee's normal workweek, the employee must take leave or have his/her compensation adjusted accordingly.

Leave and Overtime: Requests to work overtime and use of leave must be approved by the agency in the same manner as when working at the agency's primary workstation. An employee shall not work overtime unless authorized in advance.

Office and Telework Location: The employee agrees to work at the primary workstation or the alternate workstation, and not from another unapproved site. Failure to comply with this provision may result in termination of the agreement, and other appropriate disciplinary action. Supervisors will set agreed upon parameters with employees to establish agreed upon expectations relative to the time the employee would need to spend at the primary workstation and to give adequate notice when these expectations are subject to change. However, the employee may be required to report to the primary workstation without advanced notice, upon request by the supervisor or agency.

Workspace Safety: The employee agrees to designate a separate workspace in the alternate workstation for the purposes of telework and will maintain this area in a safe condition, free from hazards and other dangers to the employee and the agency's equipment. The employee agrees that the agency shall have access to the alternate workstation for the purposes of inspection of the site and retrieval of state-owned property. An employee understands that he/she will be liable for injuries or damages to the person or property of third parties or any members of the employee's family in the alternate workstation if it is in the employee's home.

Confidential and Sensitive Information: Teleworkers are expected to adhere to all federal, state, and agency laws, rules, and policies and procedures regarding security and confidentiality for the use of technology, its data and information, and any other information handled in the course of work. Employees are responsible for the security of their equipment. The equipment and all services are for the employee only while they perform work. It is not for friends, family, or personal use.

Equipment and its Maintenance: The agency may provide all or part of the equipment necessary for accomplishing work assignments. The employee must protect equipment provided by the agency against damage and unauthorized use. However, where agreements specify, employees may be authorized to use their own equipment.

State-Owned Equipment: The employee agrees that the agency shall have access to the alternate workstation for business related purposes such as inspection of the space and retrieval of state-owned property.

Authorized Use/Users - State-owned equipment may be used only for legitimate state purposes by authorized employees.

Maintenance - State-owned equipment used in the normal course of employment will be maintained, serviced, and repaired by the state.

Employee-Owned Equipment: When employees are authorized to use their own equipment, agencies will not assume responsibility for the cost of repair, maintenance, or service. The agency and the employee must agree upon the equipment to be used in telework. Equipment provided by the employee will be at no cost to the agency and will be maintained by the employee.

Operating Costs: The agency will not be responsible for operating costs, home maintenance, or any other incidental costs (e.g., utilities or internet services), associated with the use of the employee's residence or other authorized workstation.

Protecting Computer Systems and Records: The agency's security controls and conditions for use of the state-owned equipment for the official work location will also apply to the alternate workstation. All official agency records, files, and documents must be protected from unauthorized disclosure or damage and returned safely to the primary workstation. The employee agrees to abide by any rules promulgated by the agency concerning the use of computer equipment (which may include protecting the employee's home electronic devices against computer "viruses") and understands that these rules may be changed at any time. The employee agrees to follow agency procedures for network access and to take all necessary steps to protect the integrity of systems including but not limited to: protecting passwords, not duplicating agency-owned software, and not allowing agency files to be viewed by others.

Employee Injury: The alternate workstation is considered an extension of the employee's primary workstation; therefore, the State Employee Injury Compensation Trust Fund (SEICTF) will continue to exist for the employee when performing official work duties in the alternate workstation during approved telework hours. Any work-related injuries must be reported to the employee's manager immediately and in accordance with SEICTF requirements. The employee understands that he/she remains liable for injuries or damage to the person or property of third parties or family members on the premises, and agrees to indemnify and hold the agency harmless from any and all claims for losses, costs, or expenses asserted against the agency by such third parties or members of the employee's family.

Liability and Home Safety: The agency will not be liable for damages to the employee's property resulting from participation in the telework program. The employee agrees to hold the state harmless against any and all claims, excluding SEICTF claims. The employee accepts responsibility for maintaining the security, condition, and confidentiality of agency equipment and materials (including but not limited to files, applications, manuals, forms) that are at the alternate workstation. No employee engaged in telework will be allowed to conduct face-to-face agency-related business at the alternate workstation, if it is the employee's home. In signing this agreement, the employee verifies that the alternate workstation, if it is the employee's home, is free of safety and fire hazards.

Termination of Telework: The agency may revoke an employee's telework status when teleworking fails to benefit organizational needs. In the event the employee ceases employment with the agency, or this telework arrangement is discontinued for any reason, the employee agrees to return all agency equipment and supplies to the primary workstation prior to separation from state employment. If the employee fails to do so, he/she will reimburse the agency for all unreturned property and will not be recommended for reemployment until the agency is reimbursed. All work documents will be returned immediately to the agency. In addition, this agreement shall automatically terminate when the employee ceases to be employed by the agency.

The agency may terminate or modify the telework arrangement at any time. Termination of an employee's participation may be immediate and does not require advance notice.