

## **INTERIM TELEWORK GUIDELINES**

### **I. PURPOSE**

These guidelines and related documents shall serve as the Interim State policy on Telework until such time as a new policy is finalized, either by arbitration award or agreement of the State-wide Telework Committee. These guidelines do not affect pre-existing telework arrangements. Nothing in this policy shall dictate the terms of the finalized policy. Nothing in the text of this policy shall be used in favor of or against any proposal made by the State or the Coalition in subsequent bargaining or arbitration, and absent mutual agreement otherwise, it shall be inadmissible in such arbitration. Notwithstanding the foregoing, the experiences of participating agencies, employees and unions may be used in subsequent bargaining or arbitration.

The time period through May 31, 2019 shall be used for purposes of training individuals regarding the Interim Telework Program. The period through July 1, 2019 shall be used to process applications and take related measures to implement the Program. The Interim Program shall remain in effect until replaced by a final program or by alternate agreement of the parties. The initial reporting period shall be not less than four (4) months from implementation. No later than November 15, 2019, each Agency shall submit a written report to the State-wide Committee summarizing its experiences with the Interim Telework Program.

For the Interim Policy, only the classifications listed in Appendix A attached hereto will be deemed eligible to apply to Telework. Employees in classifications eligible for a hazardous duty retirement and/or who individually are eligible for a hazardous duty retirement are excluded from Telework during the Interim Program.

Telework is a voluntary arrangement whereby an employee is permitted to work from home, or other approved location, on a pre-approved basis for part of his or her workweek. Telework facilitates efficiency and productivity. It does not change the nature of the work a state employee is expected to perform, the hours the employee is expected to be working, the employee's official duty station or the employee's obligation to comply with laws, regulations and state and Agency policies.

These Guidelines:

- Establish the rules the Agency must follow when analyzing requests to telework;
- Establish the terms and conditions of telework agreements; and
- Identify requirements to memorialize the agreements.

There are two types of telework: 1) routine telework in which telework occurs as part of an ongoing, regular schedule and 2) situational telework that is approved on a case-by-case basis, where the hours worked were NOT part of a previously approved, ongoing and regular telework schedule. Examples of situational telework include telework as a result of inclement weather, doctor appointment, or special work assignments, and is sometimes also referred to as situational, episodic, intermittent, unscheduled, or ad-hoc telework.

### **II. AUTHORITY**

SEBAC 2017 AGREEMENT- Cross Unit handling of Durational, Temporaries, Snow Days and Flexible Scheduling Section III- Alternate Work Schedules, Compressed Work Schedules, and Telework - (General Offer)

### III. ANALYZING REQUESTS TO TELEWORK

Applications to Telework must be analyzed based on specific job duties and approval is not guaranteed. All employees wishing to telework must qualify for participation. The employee must submit a fully completed and detailed Application and Security Addendum to his/her Manager. Agency Management will designate specific positions within the chain of command with the authority to approve telework requests. For purposes of this document, approver authority will be either the supervisor or manager. A mutually agreed upon, specific, work plan which may include daily productivity reports will be required while an employee is teleworking.

The Supervisor/Manager will provide the completed Application and Security Addendum to the agency Human Resources Representative who will coordinate the review of the proposal. The Agency has discretion to approve or deny telework requests based upon its assessment of the individual's **Application** and **Security Addendum** in accordance with these guidelines and the business needs of the Agency. Seniority shall apply in resolving conflicts between competing requests to telework whenever possible. Seniority shall be defined by the specific bargaining unit agreement if only one is applicable, or as total state service if the conflict involves employees of more than one bargaining unit. ADA accommodations are an example of agreed upon exceptions to the seniority rule.

The determination of the employer to deny an application to Telework shall be submitted to the State-wide committee, and if labor and management still disagree, to the Telework Facilitator for a recommended disposition. With reasonable notice, the union may also present to the committee applications of which approval or denial has been unreasonably delayed. The Facilitator shall be knowledgeable in telework issues. For the length of this Interim Program, the recommendation of the Facilitator shall be *binding* on both parties.

The statewide committee, or an authorized sub-group, shall meet monthly unless cancelled by mutual agreement, and facilitations shall be scheduled monthly unless cancelled by mutual agreement.

The approval of one teleworking request shall not create any rights or expectations that the Agency will approve a subsequent request from the same employee or a request from a different employee in the same job classification.

#### A. ANALYZING THE POSITION

The Agency will analyze the duties of the position, how the work is performed and communication exchanges that will be necessary. Duties will not be eliminated or reassigned for the sole purpose of making a position (or a specific employee) more conducive to teleworking.

Generally, positions that have the following attributes may be appropriate for teleworking:

- Require independent work with minimal supervision;
- Require little face-to-face interaction with co-workers, clients, customers, patients, etc.;
- Result in specific, measurable work products;
- Require materials (documents, data, etc.) that are accessible from the remote location and can be adequately safeguarded and protected.

#### B. ANALYZING THE PROPOSAL

1. Can all of the following questions be answered "Yes"?
  - a. Can the employee perform the full range of their duties outlined in their proposed work plan, including any supervisory responsibilities at the teleworking location?

- b. Will allowing the employee to telework have the effect of remaining constant or improving his/her efficiency and productivity?
  - c. Will the efficiency and productivity of the work group remain constant or improve as a result of the approved telework agreement?
  - d. Can any confidential information (including but not limited to personal health information or financial information) managed or processed by the teleworker be adequately safeguarded and protected in a manner required by state and federal law, including HIPAA?
  - e. Does the unit have the supervisory and/or electronic capabilities to validate the work performance of the teleworker at the teleworking location?
  - f. Does the employee possess the necessary computer equipment (e.g., state-issued laptop, VPN account, peripherals, etc.) and state-installed software to enable the employee to perform his/her job duties from the telework location? Alternatively, does the teleworker not need a computer to perform his/her work? If the lack of a state-issued computer or state-installed software cannot be remedied within existing appropriations, the matter shall be referred to the state-wide committee and if necessary to facilitation. The facilitator shall not have the authority to issue a remedy that would exceed existing appropriations.
  - g. Does the employee have a suitable place in their teleworking location to ensure that a safe, confidential and appropriate work environment is maintained?
  - h. Does the employee have reliable telephone and internet access in place at their telework location in order to be available to their unit and to perform necessary work functions?
2. Can all of the following questions be answered “No”?
- a. Will allowing the employee to telework impair the efficiency and productivity of the work group?
  - b. Is a combination of reduced work schedules, alternate work schedules, and telework schedules impairing the level of service that can be provided by a work group?
  - c. Is the employee in a working test period (initial or promotional)?
  - d. Is the employee in a trainee class?
  - e. Does the employee have less than a satisfactory rating on their most recent performance rating?
  - f. Does the employee have disciplinary action of a written warning or above in the last 18 months?

All of the questions in subsection (B) (1) must be answered “Yes” and all of the questions in subsection (B) (2) must be answered “No” in order for a telework application to be approved.

#### **IV. TERMS AND CONDITIONS OF TELEWORK AGREEMENTS**

##### **A. STANDARDS OF CONDUCT**

While teleworking, the employee is bound by all state and Agency policies and practices as if they were working at the official duty station.

##### **B. COMPENSATION AND BENEFITS**

A teleworking agreement is not a basis for changing the employee's salary or benefits. The teleworker's salary, work hours and benefits will remain subject to the rules governing the collective bargaining unit contract or existing State statutes and regulations.

None of the rights or benefits provided under an employee's collective bargaining agreement between the State and the employee unions are enhanced or abridged by the implementation of telework programs. Disputes arising

from a denial of a telework proposal shall be addressed through the employee's chain of command, and if unresolved, the matter shall be referred to the state-wide committee and if necessary, to facilitation, as set forth above.

In no event shall an employee be eligible for any additional compensation as a result of the telework agreement. A telework agreement does not change the employee's official duty station; the teleworker's official duty station remains at the work location assigned prior to the telework agreement. There shall be no expectation for mileage reimbursement or auto use fee to go to meetings at the official duty station.

#### C. WORK PERFORMANCE

The teleworker is responsible for maintaining availability, appropriate levels of production and quality of work while teleworking.

The manager shall establish methods and standards for measuring the work performance, including productivity and efficiency, of the teleworking employee and the other employees in their work group which may include sign in/out and daily work report requirements. If performance issues arise, or if the telework agreement causes a decrease in the productivity and/or efficiency of the work group as a whole, the telework agreement can be terminated immediately by the supervisor. Such termination shall be subject to the same grievance and arbitration process as an initial denial.

#### D. SCHEDULE

Telework timeframes must be defined and preapproved for the teleworking employee. Agency operational needs take precedence over the employee's personal needs.

The hours of work while teleworking shall match the hours that would be worked at the official duty station, unless specific approval has been granted otherwise. Teleworking employees must adhere to their approved work schedules, including lunch and breaks. Overtime work or work earning compensatory time must be approved in advance by the supervisor/manager. No travel time will be included in regular work hours to arrive at a Telework location. As a general rule, telework will occur in whole-day increments.

- An exception to this rule may be permitted when the off-site work is completed in less than the employee's regularly scheduled hours for that day and the teleworking would benefit the efficiency of work productivity.

An employee on an alternate work schedule, or reduced schedule, may be permitted to enter into a telework agreement if operational needs can be met. The Agency shall not approve any telework schedule that results in an employee being scheduled to be out of the official work site more than 50% of the work week. An employee on a 4 day AWS schedule (or the short week of a 5/4 schedule) cannot request to telework for more than one day per week. (This does not preclude appropriate use of accrued leave.)

Teleworkers are subject to the same rules for using sick leave, vacation, personal leave and other leave. If the teleworking employee is unable to work any portion of his/her teleworking day, the employee will be required to use applicable personal leave, earned compensatory time, or accrued vacation or sick leave for the hours not worked, subject to standard Agency rules and procedures regarding such leave.

Any change(s) to the telework agreement must be preapproved in writing by the Agency. Any changes in the schedule of the telework agreement are subject to the Agency's internal review process and the appeal process

under this interim policy. If the change is intended to be ongoing, then the new agreement must be memorialized as a new Telework Agreement.

Documentation of Telework Agreements must be maintained for audit purposes.

The number of hours an employee spends teleworking shall be recorded by entering the time reporting code "REGTC" on the CORE timesheet.

#### E. DURATION

Teleworking is voluntary and an employee's participation in a telework agreement may be terminated by the Agency upon a change in operational needs or if a performance, disciplinary, safety or an information security issue arises. The supervisor shall review any such termination within 5 working days. Disputes regarding whether a termination of the agreement was warranted will follow the appeal process under this interim policy.

If a teleworker is transferred, promoted or otherwise moved into a new job classification requiring a working test period or assumes duties inconsistent with teleworking, the telework agreement must be terminated effective the date of the job change.

Telework agreements are not permanent; therefore, a telework agreement will be subject to review and re-approval at intervals no greater than every 12 months. If a teleworker and their supervisor want to continue the telework agreement, the original agreement may be renewed. If approved, the renewed agreement must be memorialized in accordance with Section V of these Guidelines.

#### F. TELEWORKING LOCATION

The teleworker is responsible for maintaining a designated workspace in a safe, healthy, professional and secure manner. The workspace must have the necessary environment and furnishings (for example a private workspace, desk, chair and telephone) to enable the employee to accomplish his/her assigned duties.

The teleworker must have reliable phone and internet services in place at the telework location in order to be available to conduct their work duties. The teleworker is required to provide the phone numbers where they can be reached on telework days. Teleworkers are not authorized to perform work at any site other than the approved teleworking location for the duration of the teleworking shift.

With notice, the Agency may make on-site visits to the designated workspace for the purposes of verifying that Employee is teleworking as scheduled, determining that the site is safe and free from hazards, and maintaining, repairing, inspecting or retrieving Agency-owned equipment, software, data, or supplies. The Agency will make inspections only during Employee's scheduled telework hours. An example of notice would include but not be limited to leaving a message on the employee's designated phone number.

#### G. AVAILABILITY TO REPORT TO THE OFFICIAL DUTY STATION

Teleworkers shall report to the official duty station when directed, based on management priorities, such as for meetings, training or other work-related requirements. Business meetings, meetings with customers or regularly scheduled meetings with co-workers shall not be held at the telework duty station unless they can be accomplished through a teleconference process.

The teleworking employee shall not be reimbursed for mileage if they report to the official duty station but

remains eligible for reimbursement for travel to other locations in accordance with the applicable collective bargaining agreement and/or the standard State Travel Regulations.

#### H. FAMILY RESPONSIBILITIES

Telework shall not be used to provide family care. The teleworker shall make arrangements to have dependent children or elders cared for by other individuals. Dependent children or elder care arrangements will be noted on the application.

If there are any changes in the teleworker's family responsibilities or child-care or elder-care arrangements, the teleworker must promptly notify the Agency and provide an updated application.

#### I. OUTSIDE EMPLOYMENT

Telework applications must be reviewed to determine if an employee's outside employment or outside income is such that teleworking will enable, or create the appearance of enabling, the employee to co-mingle state and non-state work during established work hours.

#### J. EQUIPMENT AND SUPPLIES

State and federal laws and policies regarding computer security and encryption, confidentiality of data, and software licensing, as well as the technical requirements of the state's networks, databases and firewalls must be fulfilled to perform all computer-based work from home. Teleworkers must have valid Agency-provided tokens and VPN software installed on their state-assigned laptop or on such other equipment as may be approved by both the teleworkers' agency and the Department of Administrative Services, Bureau of Enterprise Systems and Technology. All peripherals (e.g., thumb drives) connected to state equipment must be compliant and purchased through the Agency's IT organization. Personal equipment is not permitted to be used to access any state computing systems except as may be approved by both the Agency and the Department of Administrative Services, Bureau of Enterprise Systems and Technology. Any such approval shall be reported by the Agency to statewide I.T.

The Agency is under no obligation to purchase equipment beyond existing appropriations simply to enable an employee to telework. Any equipment and supplies purchased by the Agency remains Agency property and must be returned at the conclusion of a telework agreement or when requested by Agency management. The teleworker must obtain authorization before bringing any Agency-owned equipment or supplies to the telework location. The purchase and installation of software licenses shall be coordinated with the Agency's IT organization and must comply with state acceptable use and procurement guidelines.

Agency-owned equipment and supplies shall be used only for State business. Personal use of these materials is prohibited, even during non-working hours.

Telework performed on state-issued laptops is subject to Freedom of Information Act (FOIA) requests for information, the same as when the employee is working at their assigned work location.

The state assumes no responsibility for any operating costs associated with the employee using their personal residence as a telework duty station, including home maintenance, insurance, utilities, telephone service or internet service. Teleworkers must have sufficient ISP access at the remote location. There is no expectation of reimbursement for this service. Similarly, out-of-pocket expenses for supplies normally available through the Agency will not be reimbursed.

Employees who telework are not eligible for any contractual home office or other monetary stipend other than those to which they would have been entitled in the absence of telework.

#### K. SECURITY OF EQUIPMENT AND MATERIALS

Teleworkers are responsible for the physical security of Agency equipment, supplies and information in their possession while teleworking. The teleworking employee will be liable for any loss or damage to Agency equipment or supplies due to the employee's negligence or misconduct.

Materials, documents, etc. that the teleworker transports to and from the official workstation to the telework location are their responsibility and must be kept confidential and secure. The employee must protect the records from unauthorized disclosure or damage and must comply with all state-wide and Agency policies and procedures regarding such matters, including but not limited to the following:

- [The Acceptable Use of State Systems Policy;](#)
- [The Policy on Security for Mobile Computing and Storage Devices;](#)
- [The Telecommunications Equipment Policy;](#)
- [The Network Security Policy and procedures, and](#)
- [The State HIPAA Security Policy \(if applicable\).](#)

Telework creates the need for additional diligence and security on telework location security practices. Teleworkers are responsible for appropriate security measures on networks used for performing telework. Breaches of information security while teleworking, whether by accident or design, or failure to notify the supervisor and IT of a potential breach of security, may be grounds to immediately terminate the telework agreement subject to the appeal process under this interim policy, and may be cause for disciplinary action subject to the just cause provisions of the collective bargaining agreement.

Teleworkers using state-issued software must adhere to the manufacturer's licensing agreements, including the prohibition against unauthorized duplication. In particular, the installation, use and removal of software must comply with the Software Vendor's License Agreement, the State of Connecticut Software Management Policy and the Agency's implementation of this policy. State-issued software will be installed by IT only on agency-owned computers following manufacturer licensing agreements.

Certificates of the teleworker's homeowners' or renters' insurance must be kept on file with the employee's approved Telework Agreement. It is the teleworker's responsibility to submit insurance renewals or changes to be maintained with the telework agreement documents.

#### L. LIABILITY FOR INJURIES

The state will continue to provide workers' compensation benefits and coverage to the teleworking employee as governed by the Connecticut General Statutes and the applicable collective bargaining agreement provided the alternate work location has been approved in the telework agreement.

An injury must arise strictly out of and within the course of employment in order to be considered as a workers' compensation liability, wherein all standard workers' compensation regulations would apply. Accidents at the teleworking employee's home to persons who are not on-duty Agency employees are the responsibility of the employee. A teleworker must contact his/her supervisor as soon as an injury occurs, whether covered by workers'

compensation or not.

The authority for determining if an injury “arises out of or within the course of employment” falls within the jurisdiction of the Workers Compensation Commission.

#### M. INABILITY TO WORK AT TELEWORKING LOCATION

The teleworking employee must notify his/her supervisor immediately of any situations that interfere with their ability to perform their job: equipment malfunction; loss of power at the telework location; unexpected need to care for child/family member; etc. Depending on the particular circumstances, the Agency may allow the teleworker to use accrued leave or compensatory time, if applicable, or require the employee to report for work at the official duty station.

If a situation arises which would preclude the employee from working at the telework location, the employee must request the use of leave time, arrange for a change in work schedule, or work at their official duty station.

#### N. LATE OPENING, EARLY DISMISSAL, AGENCY CLOSURE

If a situation arises at the teleworker’s official duty station that interferes with the ability of non-teleworking employees to work at the official duty station (e.g. power failure, weather conditions, lack of heat in the office building; etc.) while the teleworker is working at his /her telework location, the teleworker is not excused from duty for this period of time as he/she would not be affected by these conditions.

In addition, teleworkers may be requested to telework on non-telework days as operational needs dictate or in the event of an emergency (e.g. power outage, flooding/water damage at official duty station etc.). Acceptance of such request shall be at the option of the employee.

#### O. MEDICAL ISSUES

Telework may not be used in lieu of sick leave, state or federal family and medical leave, workers’ compensation leave or any other type of leave.

On a case-by-case basis, telework may be considered a reasonable accommodation under state or federal disability law. In making this determination, it must be remembered that the purpose of a reasonable accommodation is to enable the employee to perform the essential functions of their job. Even when the Telework Agreement is entered into under the auspices of state or federal disability law, the telework agreement must be memorialized in writing.

#### P. LOCAL ZONING ORDINANCES

It is the teleworking employee's responsibility to ensure compliance with any local zoning ordinances related to working at home or maintaining a home office.

#### Q. TAX IMPLICATIONS

The tax implications of teleworking are entirely the responsibility of the teleworker. Teleworkers are encouraged to seek professional advice in this area.

#### R. OTHER ACTION



Nothing in these Guidelines precludes the Agency from taking any appropriate disciplinary action against an employee who fails to comply with the provisions outlined in the telework agreement. Non-compliance may also result in the immediate cancellation of the Telework Agreement. Cancellation of the Telework Agreement is subject to the grievance process.

**V. MEMORIALIZING THE TELEWORKING AGREEMENT IN WRITING**

All telework agreements must be memorialized in writing using the form entitled Telework Agreement. The completed form must be signed by the employee, the employee's supervisor and the employee's manager. The original signed form shall be kept in the teleworking employee's personnel file.

If a Telework Agreement is modified in any way (such as duration, schedule, duties performed etc.), the new agreement must be memorialized using the form attached and documented consistent with this section.

**VI. REPORTING TO DAS**

Agencies must provide DAS with a copy of any Telework Agreement that they authorize for their employees. Each agency shall send its DAS Human Resources Consultant a copy of the signed Telework Agreement within (1) week of approval.

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For the State: \_\_\_\_\_ Date: \_\_\_\_\_ For SEBAC \_\_\_\_\_ Date: \_\_\_\_\_