

## Telework Transition Period

1. This agreement governs the transition period between July 1, 2021, and September 1, 2021, which may be extended by mutual agreement to December 31, 2021, or a final Telework Agreement, whichever occurs first, and covers bargaining units for which the Office of Labor Relations represents the employer.
2. For employees in these units seeking to continue teleworking beyond June 30, 2021, 50% of a biweekly period shall be automatically granted upon request pursuant to this agreement. Such employees can apply for more than 50% when consistent with job duties and operational needs, but typically not to exceed 80%.
  - If extra time is denied, to those eligible under the interim agreement, immediate facilitation shall be available under the interim agreement standard. This shall include those who were listed under Appendix A, and others such as classifications not included because of timing issues but for which eligibility was not actively disputed (e.g. AAGs).
  - “Currently” includes people who may have recently ceased teleworking because an agency acted prematurely, in response to the governor’s May 13, 2021 email, or because of a temporary emergency need to be working at the job site (once the emergency is over).
  - The Appointing Authority may require more than 50% telework (even if an employee has requested less) based upon available physical space and requisite social distancing.
  - Employees demonstrating difficulty maintaining acceptable performance/production levels set by management may be required to return to the workplace. Performance/production issues resulting in a revocation of telework shall be subject to review under the grievance procedure of the applicable collective bargaining agreement.
3. Employers shall continue to provide flexible scheduling for members consistent with business and operational needs. Core hours may be established by the Appointing Authority when employees must be available as long as it is not inconsistent with CBAs, where applicable.
4. Appendices -- Except as otherwise provided herein, The above applies regardless of whether or not on Appendix A, except for employees excluded from telework as Hazardous Duty.
5. The employer will provide ongoing workplace safety information to the unions upon request. The percentage of staff in the workplace will never exceed safe limits pursuant to DPH/CDC guidance.
6. Employees who are COVID-fragile, with doctor’s note, will be accepted as a reason for maintaining current telework. Those asserting risk to COVID-fragile family member at home are included. The parties shall use standards from ADA for Employee and from FMLA for Family Members.
7. The Google form attached hereto shall be used to request telework during the transition period, which shall be revised to include the ability to ask for as much time as wanted. During this transition, the parties will develop a more abbreviated application/process to replace the one in the interim telework agreement. To the extent that there are competing requests over a particular telework schedule on the Google form, they will be resolved on the basis of state

service seniority. Pending response by the employer to an employee's request, they may continue with their current schedule of reporting to the work site.

*S. Fae Brown-Brewton*

Sandra Fae Brown-Brewton  
Undersecretary for Labor Relations

6/17/21

Date:

*Dal E Livingston*

Daniel E. Livingston, Chief Negotiator  
State Employees Bargaining Agent Coalition

6.16.21

Date: