

Attachment B

TELEWORK AGREEMENT

This agreement is entered into on this _____ day of _____, _____ by and between the STATE OF HAWAII, _____ (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. The employee has read, understood, agreed to comply with, and received a copy of the Telework Program 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 the teleworkers 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/manager 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: _____

Employee’s Initials _____

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

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/manager. 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/manager.

Day of the Week	Work Location (Central Work Site or Remote Work Site)	Start Time	End Time

While working remotely, you understand that the following conditions apply, and you will be expected to:

- Effectively perform your job duties using either existing Department-issued computer hardware and software, or existing personal computer equipment, including internet access, that you will provide at no additional cost to the Department;
- Utilize a secure remote access connection, any other security programs, or protocols per the State and/or Department’s IT procedures, and/or appropriate technology (e.g., headphones) to handle confidential/sensitive information that requires additional security;
- Take precautions to secure all State-issued equipment and other materials to prevent unauthorized access, exposure, destruction or tampering;
- Save all work-related information, data, and files generated using a non-state owned personal computer to the users OneDrive – State of Hawaii Cloud storage;
- Maintain the remote work site in a condition that is safe and suitable for work, in accordance with the Safety Checklist;
- Remain accessible and available for communications at the remote work site by e-mail, phone or other communication method established by your supervisor/manager and maintain the same response time as if you were at your central work site;
- Be available for on-line meetings, conference calls, trainings, and other required activities as directed by your supervisor/manager;

Employee’s Initials _____

- Be available to physically attend scheduled work meetings or perform work at the central work site as requested or required by the Department;
- Provide a status of work assignments and be able to demonstrate productivity to your supervisor/manager on a regular basis;
- Request supervisor/manager approval of any changes to the location of the remote work site;
- Request supervisor/manager approval in advance of working any overtime hours;
- Continue to comply with all rules, policies, practices and guidelines that would apply at the central work site; and
- Follow the same time keeping, attendance requirements and leave practices (e.g., sick and vacation leave) per applicable laws, rules, regulations, policies, procedures, respective collective bargaining agreement and/or executive order.

This Agreement may be modified, amended, or terminated for any reason, at any time, including for operational or project-specific reasons, at the discretion of either the Department and/or supervisor/manager or the employee, provided at least 5 working days' notice is given. 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/manager.

You shall comply with Section V.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.

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 participating department's telework arrangement conforms to telework criteria established in the telework program guidelines, the employee's request for telework shall not be arbitrarily or 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 collective bargaining agreement'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

Employee's Initials _____

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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 Signature

Date

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

Supervisor/Manager Signature

Date

Department Head or Designated Rep. Signature

Date

Employee's Initials _____