

STATE OF HAWAII
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
- Promote continuity of operations as part of a disaster recovery or emergency plan (e.g., pandemic, terrorist attacks, hurricanes, and other types of emergencies or department closures).

While telework may be on a full- or part-time basis, departments must ensure that they are appropriately staffed and able to perform critical work to maintain the normal level of operations and services regardless of the number of employees who may be allowed to telework.

These Guidelines provide the framework for telework opportunities for state employees as an alternative work option, in appropriate circumstances. Telework is not an entitlement or a formal, universal employee benefit.

Request to telework as a reasonable accommodation related to an employee's disability will be reviewed and processed in accordance with DHRD Policy & Procedure 601.002, Reasonable Accommodations for Employees and Applicants with Disabilities, and applicable federal and state law, rules, regulations, and/or guidance. Telework provided as a reasonable accommodation may not be limited by any provisions of this document and should be documented pursuant to each department's usual procedures for reasonable accommodations.

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, including the University of Hawaii until such time they implement their own telework guidelines. These program guidelines do not apply to employees of the Department of Education. 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 agreed upon when a teleworker must be available for contact at the remote work site unless leave is authorized or the teleworker is directed to the central work site or other site by supervisory personnel. Core hours may be changed with prior supervisory approval.

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

“Emergency Teleworker” means an employee who is designated by the Department Head to continue to work at his or her remote worksite during all emergency situations when the agency is closed. The designation is documented in the department's Continuity of Operations Plan and 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.

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

“Telework” means a pre-approved work arrangement that allows employees the opportunity to perform their duties and responsibilities of the employee's position at a remote work site for all or part of the work week.

“Telework Agreement” means the signed agreement between the employee and the department acknowledging the terms and conditions of the telework assignment. See Attachment B.

IV. TYPES OF TELEWORK ARRANGEMENTS

Regular Telework: Regular telework arrangements are for ongoing telework and must be supported by a written agreement that specifies the requirements and details of the arrangement. The arrangement can last for a defined period or on a continuous duration with regular review intervals and be on a part-time, hybrid arrangement or on a full-time basis. A hybrid telework arrangement is where telework is performed on an approved work schedule where part of the work week is spent working from the central work site and part of the work week is spent working from the remote work site. A full-time telework arrangement is where an employee works from the remote work site on all workdays, except those occasional days when required to report to a physical location, including the central work site, or other approved sites, for meetings, training or other onsite duties, as directed by the supervisor/manager.

Situational Telework: Situational telework requests are approved on a case-by-case basis, where an employee works on an occasional one-time or irregular basis, typically for a day or a block of days. Circumstances which may be appropriate for “situational” telework include, but 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, disaster, etc.).

Emergency Telework: Emergency telework occurs due to unforeseen circumstances during an emergency situation (e.g., a declared State of Emergency, pandemic, disaster, etc.). If an unanticipated or emergency situation that may not be covered by the terms of this policy arises, the Director of the Department of Human Resources Development may determine that exceptions are required and issue an addendum to this policy guidelines. Departments may choose to temporarily modify formal agreements as appropriate.

V. 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 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.

2. All requests for employee participation shall be reviewed and decided by the Department Head or designated representative.
3. Telework may not be feasible for some departments or for certain positions within a department. In general, positions requiring face-to-face interaction with customers or work that is performed on State grounds or buildings are not suitable for telework. Work suitable for teleworking will be made on a case-by-case basis by the Department Head or designated representative, 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. The decision whether to allow an employee to participate in a part-time, hybrid or full-time arrangement is at the discretion of the Department Head or designated representative.
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 is not intended to be a substitute for appropriate arrangements for dependent care. It is expected that the teleworker shall continue to make arrangements for dependent care to the same extent as if the teleworker was working at the central work site. If dependent care is needed on a temporary basis, the employee should discuss the matter with their supervisor/manager to determine whether an exception may be granted temporarily.
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 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.
11. Participation in the Telework Program shall be limited to employees who reside in the State of Hawaii.

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 or Executive Orders, and the Hawaii 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/manager and Department Head in the Telework Agreement.
2. An employee's Telework Agreement shall be reviewed by the supervisor/manager and employee at least annually or when the employee's job duties change so that the terms and conditions of the agreement can be updated as appropriate.
3. If an employee transfers to another position or changes reporting relationships, any telework agreement between the previous supervisor/manager and employee does not carry forward. The employee is not guaranteed eligibility for telework in the new position or when a reporting relationship changes. Each participant must sign a new telework agreement that contains the terms of the teleworking arrangement.

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/managers, however, they must be available at their remote work site during scheduled work hours unless they request and receive approval for leave or are directed by their supervisors/managers 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.).
4. Access to certain computer systems may be provided for during office hours only. All after hour 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/managers 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 may constitute overtime work compensable in accordance with applicable laws, rules and regulations, and collective bargaining agreements or Executive Order, 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 supervisors/managers discuss work assignments, deliverables, milestones, deadlines, requirements in the event of a power or computer failure, the need to report to the central work site, etc. with teleworkers in advance.
2. Teleworkers shall meet on a regular basis with their supervisor/manager, either in person or virtually, to receive work assignments and to review work completed, as directed.
3. 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.

H. Availability

1. During an employee's telework hours, the employee must be available to be reached at the remote work site by e-mail, phone, and/or other communication method established by the supervisor/manager. The employee is expected to maintain the same response time as if they were at their central work site.
2. Supervisors/managers must be able to contact the employee at the remote work site at any time during the employee's telework hours. Supervisors/managers are expected to engage in regular contact with employees working at the remote work site.
3. Teleworkers shall be available for on-line meetings, conference calls, trainings and other required activities as directed by the supervisor/manager.
4. Teleworkers must notify their supervisor/manager immediately of any situation that interferes with their ability to perform their job duties at the remote work site and utilize the appropriate accrued time off in accordance with applicable policies, procedures, Executive Order, and/or collective bargaining agreements.

I. Attendance Records

1. Departments/agencies must ensure procedures are in place to track and document the work hours of teleworkers in the same manner as employees who are not teleworking.

J. 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, collective bargaining 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/manager and request authorized leave.
4. If leave is granted, the appropriate leave documents shall be submitted in accordance with collective bargaining agreements, Executive Order, rules, or other applicable authority.
5. When teleworkers become ill on a scheduled telework day, they shall notify their supervisor/manager, report the hours worked and apply for the appropriate leave to cover the hours not worked, in accordance with collective bargaining agreements, Executive Order, rules, or other applicable authority.

K. 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 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 Plan (COOP), civil defense plan, disaster response plan, emergency evacuation plans, etc.
4. The teleworking employee shall immediately contact his/her supervisor/manager 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.

L. 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/manager.
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.

M. Utility and Other Miscellaneous Reimbursements

1. 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, office furniture, keyboards, cameras, locking file cabinets, broadband, internet service, and telephone expenses.
2. Expenses for work-related long-distance calls that must be made from the remote work site may be reimbursed if the reason and cost for the call are documented and approved by the supervisor/manager in advance.
3. 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. This does not apply to ongoing and recurring teleworking.

N. 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.
2. The remote work site shall be accessible to ensure compliance with safety standards, as needed, either remotely or in-person during normal

workhours. (See Section VI.A.7.) To conduct compliance with safety requirements the employee will be given 48 hours advance notice.

O. Safety

1. The employee must certify that the remote work site is a safe work environment and free of hazards by completing the “Telework Safety Checklist” (Attachment C).
2. The employee must maintain a safe work environment at the remote work location; the employee must immediately notify the supervisor/manager if conditions change such that the remote work site is no longer safe or appropriate for telework.
3. 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/manager immediately, complete all necessary documents regarding the injury, and allow the department or a State representative to inspect the remote work site, if needed. The claim for workers’ compensation benefits will be determined pursuant to the Hawaii Workers’ Compensation Law.
4. 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.
5. The Employer will not be responsible for injuries suffered at the remote work site by other persons.

P. 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.
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.
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/manager.
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/manager 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 as authorized and/or required by law (e.g., in response to a subpoena, information request under the UIPA, etc.).
9. In case of theft, teleworkers must file a police report and immediately notify their supervisor for internal reporting and processing.

Q. Training

1. Training on the Telework Program Guidelines and its Memorandum of Understanding, which can be accessed from DHRD's learning management system, shall be required for teleworkers and supervisors/managers.
2. Teleworkers and supervisors/managers of teleworkers are highly recommended to view the other telework training resources available on the learning management system.

R. Supplies

1. Supplies required to complete assigned work shall be obtained from the teleworker's central work site during normal business hours.

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

S. Work Materials

1. Work materials that are deemed restricted access, such as payroll records, FMLA forms, medical documents, etc., shall not be removed from the central work site without the prior approval of the supervisor/manager. Exception: See V.T.6
2. Materials and/or programs/files 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 or accessible from the remote work site, except on an as-needed basis and/or subject to prior approval by the supervisor/manager. Exception: See V.T.6.

T. Security

1. The security, confidentiality and integrity of records and information is of primary concern and importance to the State and must be protected at all times in teleworking arrangements and must comply with all information security requirements that would apply at the central work site.
2. Teleworkers are responsible for maintaining confidentiality and security at the remote work site.
3. 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.
4. 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.
5. Restricted-access or confidential information shall not be removed from the central work site or accessed via the computer from the remote work site without the prior approval of the supervisor/manager. Exception: See V.T.6.
6. 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 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.

7. Materials needing to be destroyed/disposed of shall be brought to the central work site during regular visits to be destroyed appropriately.
8. Teleworking employees must utilize appropriate technology (e.g., headphones, etc.) and have an appropriate workspace to protect the confidentiality of phone calls and video conferencing.

U. 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.

V. Care for Children/Others

1. Telework is not designed to be a replacement for appropriate dependent care (childcare or eldercare). It is expected that the teleworker shall continue to make arrangements for dependent care to the same extent as if the teleworker was working at the central work site. If child/elder care is required on a temporary basis, prior approval by the supervisor/manager shall be obtained. Although an individual's schedule may be modified to accommodate child/elder care needs, the focus of the arrangements must remain on job performance and meeting business demands.

W. 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.

VI. 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. (See also Section VII).

2. Determine whether certain positions will be designated as full time telework or hybrid telework as part of the department's initiative to address office space needs. If appropriate, departments should initiate meetings with the Department of Accounting and General Services.
3. 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, as part of the department's Continuity of Operations Plan (COOP).
4. Identify/assign a designated person within the department to serve as the department's Telework Coordinator to handle inquiries and/or questions relating to telework, handle all necessary data on the number of employees approved for telework within the department to respond to inquiries and/or requests for information.
5. 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.
6. Teleworking should not result in an increase in labor cost, unless approved by the department. Cost savings and any other increases in cost to the department should be considered when determining whether to allow or continue telework.
7. One or more representatives of the State and/or designees may inspect, initially and periodically, virtually or in-person, the teleworker's remote work site to ascertain safety and efficiency of the remote work site.
8. Review, monitor and evaluate job performance by focusing on the quality, quantity and timeliness of the work product.
9. Ensure teleworkers and central work site staff understand the program, how it works and their role in overall operational and program efficiency.
10. Review, monitor and evaluate employee participation in the program as well as impact on overall operations on a regular basis (e.g., at least on an annual basis).

B. Employee

1. Request supervisory approval to participate in the Program by completing the Telework Self-Assessment Form. (See Attachment A – Self-Assessment 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. Employees must complete the Telework Safety Checklist and certify that their remote work site is free of safety hazards. Teleworking employees shall allow reasonable on-site or virtual 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. Discuss and request prior approval from supervisor/manager if temporary child/elder care is needed.
8. Meet on a regular basis with supervisor/manager or as directed by supervisor/manager to receive work assignments and to review completed work, etc.
9. Be accessible during the scheduled work hours for meetings, conference calls, training, etc.
10. 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.
11. Remain liable for tax implications, insurance concerns, and other personal liability issues.
12. Promptly return State equipment at the end of the telework arrangement or when directed by supervisory personnel.
13. Participate in studies or research relating to the telework program, if requested.

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.

VII. GUIDELINES FOR REVIEWING AN EMPLOYEE'S REQUEST FOR PARTICIPATION

- A. An employee wishing to participate first completes the Telework Self-Assessment Form then discusses teleworking and potential benefits with his/her supervisor/manager.
- B. The supervisor/manager 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.
 - 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/manager, 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, e-mail, or other electronic means.
 4. Telework is not suitable for employees who are not meeting performance expectations and requirements.
 5. Supervisors/managers should also take into account the employee's particular circumstances/reasons for requesting telework.
 6. Supervisors/managers may seek the guidance from the department's Telework Coordinator prior to taking an action on the telework request.
 7. The Department shall respond to a properly submitted telework request within thirty (30) calendar days.
 8. The approval or denial of the telework request shall be made in a fair and equitable manner.
 9. In situations where multiple employees in the same office or work location whose positions are suitable for telework make similar telework requests where not all can be accommodated, the department shall consider seniority when evaluating such requests.
- C. A "Telework Agreement" and written duties and responsibilities are completed, signed, and submitted to the Department Head or designee 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 participating department's telework arrangement conforms to the 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. The department has the right to determine when telework is made available to the employee and to terminate a telework agreement at any time, with reasonable notice.

- D. The Employee, the supervisor/manager, the department's Telework Coordinator, and the union, receive a copy of the signed "Telework Agreement", and the duties and responsibilities to be performed at the remote work site.

VIII. ATTACHMENT

- A. Telework Self-Assessment Form
- B. Telework Agreement
- C. Telework Safety Checklist

Attachment A

**SELF-ASSESSMENT 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:	

1. Briefly describe your current job responsibilities. (Use additional sheets if necessary).
2. 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 workflow		
2. Clear and understandable work assignment objectives		
3. Work autonomy		
4. Concentration required		
5. PC or computer work		
6. Amount of face-to-face public contact required		
7. Amount of communications required		
8. Amount of in-office reference material required		
9. Security and privacy of information		
10. Quality and quantity of work are measurable		

3. 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 _____

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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"/> Preparing reports	
<input type="checkbox"/> Data management/computer programming	
<input type="checkbox"/> Reading	
<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. Do you have a State-issued laptop or computer?

- Yes
 - Laptop
 - Computer
- No

8. What distractions or obligations might make working at home difficult? What are your plans for handling these distractions/obligations?

Employee's Initials _____

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

Employee's Initials _____

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 _____

Attachment C

TELEWORK SAFETY CHECKLIST

WORKSPACE	YES	NO
1. Is your workspace in an area that is devoted exclusively to your work needs during your working hours, and free from distraction and noise?		
2. Are the floors in your workspace clear and free from hazards, including trip hazards such as wires and cords?		
3. Are carpets well secured to the floor and free of frayed or worn seams?		
4. Are file drawers designed so that they will not tip over if top heavy?		
5. Are the walkways in your workspace, and the walkways between your workspace and your eating and break areas, and your restroom adequately lit and clear of obstructions and trip hazards?		
6. Are all stairs with four or more steps equipped with handrails?		
7. Does your workspace have adequate ventilation and lighting?		
8. Is the workspace routinely cleaned and kept free of trash, food, and clutter?		
FIRE SAFETY		
9. Is your workspace maintained at comfortable temperature?		
10. Is there a working smoke detector in the workspace area?		
11. Is there a fire extinguisher readily available at the workspace?		
12. Do you refrain from smoking and using candles in your workspace?		
ELECTRICAL SAFETY		
13. Are there sufficient, accessible electrical outlets in your workspace that are not overloaded?		
14. Are computers and other office equipment connected to surge protectors?		
15. Are all electrical plugs, cords, outlets, and panels in good condition and with no exposed or damaged wiring?		
16. Is all electrical equipment turned off when not in use?		
COMPUTER WORKSTATION		
17. Is your workstation chair (including its legs and rungs) sturdy?		
18. Does your workstation chair adequately support your back and weight?		
19. Is your computer monitor screen large enough for adequate visibility?		
20. Is your desk sturdy with enough surface area to adequately accommodate your computer and other equipment?		
21. Is your computer screen free from noticeable glare?		
22. Is your keyboard placed so that you can maintain a neutral wrist posture?		
23. Do you have an external keyboard?		

I certify that my responses to the foregoing questions are correct and agree to notify my supervisor/manager in the event that any of the above conditions at my workplace change.

Employee Name (Print)

Employee Signature

Date