



# ARKANSAS DEPARTMENT OF MILITARY

## TELEWORK AGREEMENT

### TERMS OF TELEWORK AGREEMENT

The terms of this agreement must be read in conjunction with any policy and any additional guidance provided by the Arkansas Department of Transformation and Shared Services and the Arkansas Department of the Military (DOTM). Signatories certify they will abide by this agreement. DOTM Telework Policy, and all supplemental terms established by the DOTM.

#### DEFINITIONS:

1. **Alternative Work Site:** An employee's residence or other approved location from which an employee conducts official business for DOTM.
2. **Inclement Weather Teleworking:** Teleworking approved due to inclement weather.
3. **Officially Designated Workstation:** The work location designated to an employee by DOTM as the employee's official work location.
4. **Operational Need:** The requirement that DOTM must have staff present and/or available as needed to operate during business hours so that there is no disruption in productivity or timeliness of operations.
5. **Qualified DOTM Telework Employee:** An employee whose position has been pre-approved for teleworking and who has executed an Arkansas Department of Military Telework Agreement.
6. **Situational Teleworking:** Teleworking in which eligible employees telework due to a non-recurring temporary situation with supervisor's approval that benefits the organization (e.g., operational needs of DOTM, network outages, one-time short-term events, power outages, etc.)
7. **Telework:** An alternative workplace arrangement which provides employees the opportunity to perform their regular work duties at a place other than their officially designated work location.

#### GENERAL TERMS:

1. Work schedules and hours of duty may be modified as necessary but are subject to prior approval of the employee's supervisor. A copy of the employee's approved work schedule should be kept on file with the signed telework agreement.
2. Prior to signing this Telework Agreement, the supervisor and employee will discuss:
  - a. Office procedures (e.g., procedures for reporting to duty, procedures for measuring and reviewing work, time and attendance, procedures for maintaining office communications).
  - b. Safety, technology, and equipment requirements; and
  - c. Performance expectations.
3. A non-exempt employee will not work more than 40 hours in a work week unless he or she receives permission in accordance with applicable DOTM policies. By signing this form, the employee acknowledges that failure to obtain proper approval for overtime work may result in cancellation of the telework agreement and may also include appropriate disciplinary action.
4. If a Qualified DOTM Telework Employee is unable to work due to illness or dependent care responsibilities, the employee must take appropriate leave. In the event a Qualified DOTM Telework Employee is prevented from safely teleworking (e.g., weather-related damage that makes occupying the employee's home telework site unsafe, loss of electrical power or internet service, evacuation by local authorities), the supervisor may, at their discretion, grant weather and safety leave consistent with DOTM policy; otherwise the employee must submit a leave request.

5. If the employee uses state furnished equipment (SFE), the employee will use and protect the equipment in accordance with applicable state policies. The employee agrees to comply with the terms of computer software license and copyright agreements, computer virus, and protection requirements and procedures.

6. Telework employees shall take all reasonable steps to protect all government records and data against unauthorized disclosure, access, or destruction. Files and other information that are subject to confidentiality regulations (the Privacy Act, the Health Insurance Portability and Accountability Act, the Arkansas Personal Information Protection Act, or other state or federal laws) must be secured from unauthorized access while the employee is at his or her alternative work site. The use of personal email accounts for transmission of Personally Identifiable information (PII) is strictly prohibited. PII may only be emailed between state email accounts and must be encrypted.

7. The DOTM is not liable for damages to an employee's personal or real property while the employee is teleworking.

8. Employees authorized to telework are covered under Arkansas's Workers' Compensation Law for injuries occurring during the actual performance of official duties at the remote workplace, which shall be considered an extension of DOTM during the agreed upon working hours. Injuries unrelated to an employee completing his or her official duties while teleworking are not covered under Arkansas's Workers' Compensation Law. The employee authorized to work remotely or someone acting on the employee's behalf shall immediately notify the employee's supervisor of any accident or injury that occurs at the remote workplace. DOTM and the supervisor should then follow Arkansas's policies regarding the reporting of injuries for employees injured while at work.

9. The DOTM will not be responsible for operating, maintenance, or any other costs (e.g., utilities) associated with the use of the employee's residence for telework. The employee authorized to work remotely is responsible for the cost of maintenance, repair, and operation of personal equipment not provided by the State. The employee will not be reimbursed for supplies regularly available at the main office, expenses for phone bills from a personal phone, or expenses for internet usage. Employees shall not be reimbursed for commuting between their alternative work site and their officially designated work location. Time spent commuting between a teleworker's alternate work site and their officially designated work location shall not be considered hours worked except under specific circumstances when, without prior notice, the employee is directed to report to the office after the start of their workday and no personal activity takes place in the interim that severs the continuity of the workday. The Employee's commute time home shall not be compensable. Federal and state tax implications of working remotely and the use of a home office are the responsibility of the employee.

10. Employees authorized to work remotely are still subject to all DOTM personnel policies, including disciplinary policies and drug and alcohol policies.

11. Employees must be accessible by telephone and email during their regular work hours. Telework employees must provide their supervisor with a current home phone or cellphone number that can be used for incoming calls during the workday.

12. The employee authorized to work remotely must have a cell phone and an available workspace with appropriate equipment and supplies to do the assigned work at the remote workplace.

**TERMS OF TELEWORK AGREEMENT (Continued)**

13. The employee authorized to work remotely must have an available workspace. The available workspace should be maintained in a safe condition, free of hazards that might endanger the employee or DOTM equipment. Employees must discuss any alternative locations with their supervisor/manager in advance to ensure availability of employee and compliance to all established criteria including, but not limited to, protecting confidential information and following data security procedures. The employee's supervisor/manager will retain the discretion to deny a request to telework at an alternative work location if the proposed location does not satisfy the privacy, data security, and/or other requirements referenced in this policy.

14. The employee authorized to work remotely shall obtain from the main office all supplies needed for work at the remote workplace.

15. The employee acknowledges that telework is not a substitute for dependent care.

16. Telework is not intended to be used in place of vacation or sick time when an employee is unable to work. Requests for leave must be approved in accordance with DOTM procedures.

17. Either the employee or the supervisor can cancel the telework agreement. When possible, advance written notice should be provided. Management will terminate the telework agreement should the employee's performance or conduct not meet the prescribed standard or the teleworking arrangement fail to meet organizational needs.

18. The ability to telework is not guaranteed. If an employee's productivity decreases or other performance and/or conduct issues arise, the ability to telework may be revoked.

19. The employee continues to be covered by DOTM standards of conduct while teleworking.

20. The employee has assessed the telework location against the attached safety checklist and certifies the location meets all safety requirements.

21. Position specific conditions may be included below.

**POSITION SPECIFIC TERMS AND CONDITIONS**



# ARKANSAS TELEWORK AGREEMENT TELEWORK AGREEMENT

*(Read Privacy Act Statement and Terms of Agreement before completing this form.)*

SECTION I - This document constitutes the terms of the telework agreement for:

<b>1. EMPLOYEE (Last Name, First, Middle Initial)</b>		<b>2. OFFICIAL JOB TITLE</b>	
<b>3. PAY GRADE</b>		<b>4. DEPARTMENT</b>	
<b>5. OFFICIALLY DESIGNATED WORKSITE</b> <i>(Street, Suite Number, City, State, and ZIP Code)</i>		<b>6. ALTERNATE WORKSITE ADDRESS</b> <i>(Street, Apartment Number, City, State, and ZIP Code)</i>	
<b>7. ALTERNATE WORKSITE TELEPHONE NUMBER</b> <i>(Include Area Code)</i>		<b>8. ALTERNATE WORKSITE EMAIL ADDRESS</b> <i>(Address for official emails if different from office email address. Identification of personal email address is not required.)</i>	
<b>9. TELEWORK ARRANGEMENT IMPLEMENTATION DATES</b> <i>(Agreement should be revalidated at least once every 2 years)</i>		<b>10. TYPE OF WORK SCHEDULE</b>	
<b>a. START</b> (YYYYMMDD)	<b>b. END</b> (YYYYMMDD)	Standard Flexible	
<b>11. Comments:</b>			
<b>12. SUPERVISOR'S SIGNATURE</b>		<b>16. DATE</b> (YYYYMMDD)	
<b>13. EMPLOYEE SIGNATURE</b>		<b>16. DATE</b> (YYYYMMDD)	

**SECTION II - NOTICE OF TELEWORK ARRANGEMENT CANCELLATION**

*(Complete this section when the telework agreement is cancelled.)*

1. CANCELLATION DATE (YYYYMMDD)

2. CHECK ONE

EMPLOYEE

MANAGEMENT

3. REASON(S) FOR CANCELLATION

5. SUPERVISOR'S SIGNATURE

6. DATE (YYYYMMDD)

7. EMPLOYEE SIGNATURE

8. DATE (YYYYMMDD)