



**Arkansas Department of Military**  
Cabinet Secretary - Major General Jonathan M. Stubbs,  
The Adjutant General

**Policy Title:** Inclement Weather and Situational Telework Policy

**Policy Number:** 20

**Authority:** Ark. Code Ann. § 12-61-106

**Effective Date:** August 1, 2023

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**I. PURPOSE:**

The following shall establish and set forth guidelines governing inclement weather and situational telework within the Arkansas Department of the Military (DOTM).

**II. POLICY:**

Qualifying DOTM employees may be authorized for inclement weather and situational telework as outlined in this policy.

**III. DEFINITIONS:**

1. **Alternative Work Site:** An employee's residence or other approved location other than his or her designated workstation 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 the 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 workstation.

#### **IV. QUALIFYING POSITIONS AND EMPLOYEES:**

To be eligible for telework, the position and the employee must be pre-approved. While many positions may be suitable for weather or situational telework, there are certain positions that are not conducive to telework. Positions that are not suitable for telework include those that require daily on-site activity that cannot be handled remotely (e.g., face-to-face personal contacts; intake or distribution of mail; hands-on contact with machinery, equipment, or vehicles; law enforcement). Additionally, telework is not suitable for employees who spend a significant amount of the workday “in the field” or away from the office, often traveling to and from various indefinite locations to best serve the needs of the DOTM.

Only full-time employees with a history of satisfactory or better job performance ratings and with no record of performance or conduct issues are eligible for telework. An employee that is considered for teleworking must be able to work independently and demonstrate productivity and time management. The resources that an employee needs to do his/her job must be easily transportable or available electronically. Eligibility and suitability of employees to participate in the telework program will vary among departments depending on the function and responsibilities of the employee. Selection of employees to participate in the DOTM telework program shall be based on work-related criteria including, but not limited to:

- Employee Responsibilities and Job Performance;
- Need for and Nature of Interaction with Other staff and External Clients;
- Need for Specialized Equipment;
- Availability of Other Qualified Employees on Site; and,
- Quantifiable, Project-Oriented, or Other Portable Tasks Performable Through Telework.

Although the above criteria establish when a position and an employee is eligible to participate in telework, eligibility does not equate to an entitlement to telework. The final determination regarding the suitability of a position, eligibility of an employee to telework, and approval of an employee to participation in telework resides with the DOTM Chief of Staff.

The Adjutant General, or his designee, can designate any position or employee essential and require telework without an Arkansas Department of Military Telework Agreement in place based on essential operational needs of the Agency.

#### **V. VALIDATION OF POSITION FOR TELEWORK:**

Supervisors will submit a written request for validation of a position for telework to the DOTM Human Resource Department (DOTM-HR). The request should address items discussion in Section IV above. DOTM-HR will review the request to make sure all the essential information has been provided and then send the request to the DOTM Chief of Staff for final approval. The DOTM Chief of Staff will notify the requesting supervisor of the determination. Once a position is validated for telework, an Arkansas Department of Military Telework Agreement must be executed

by the employee in that position before an employee may begin teleworking under this policy.

## **VI. TELEWORKING:**

A Qualified DOTM Telework Employee's duties, obligations, responsibilities, and conditions of employment with the State of Arkansas will be unaffected by working remotely. Likewise, salary, retirement benefits, and State-sponsored insurance coverage will remain unchanged when teleworking.

All work hours, overtime compensation, and leave usage must conform to Arkansas statutes and regulations, applicable federal laws, and to the terms outlined in the Arkansas Department of Military Telework Agreement. A Qualified DOTM Telework Employee must have the pre-approval of his or her supervisor prior to teleworking. Any telework involving overtime requires DOTM Chief of Staff pre-approval.

## **VII. INCLEMENT WEATHER TELEWORKING:**

In the event the official worksite is closed under the terms of the DOTM Inclement Weather Policy, Qualified DOTM Telework Employees must telework each regularly scheduled workday. As such, Qualified DOTM Telework Employees must prepare to telework when a weather or emergency event is forecasted or anticipated (e.g., a major snowstorm or other storm is predicted) by bringing home any necessary equipment (e.g., laptop computer) and work files. To the extent that a Qualified DOTM Telework Employees is unable to telework because they failed to make necessary preparations for reasonably anticipated conditions, the employee must use appropriate paid leave, paid time off, or leave without pay. If a Qualified DOTM Telework Employees does not wish to work during the weather emergency, he or she must submit a leave request.

In the event a Qualified DOTM Telework Employees 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.

During periods of weather telework, Qualified DOTM Telework Employees shall not hold work-related meetings in person with any staff, co-worker, client, customer, or the public.

## **VIII. SITUATIONAL TELEWORKING:**

Qualified DOTM Telework Employees are not permitted to routinely telework as part of their employment. However, subject to operational needs and prior approval, supervisors may permit Qualified DOTM Telework Employees to telework to accommodate special circumstances. Examples of when situational telework may be appropriate include, but are not limited to:

- DOTM related meetings where travel to and from the officially designated workstation would hinder productivity or negatively impact DOTM operations.
- Personal appointments where travel to and from the officially designated workstation would hinder productivity or negatively impact DOTM operations.
- Short term situations impacting the ability to work at an officially designated workstation; or,

- Other situations deemed appropriate by the supervisor that are limited to one day.

In considering situational telework requests, supervisors should consider how the request impacts operational needs, employee productivity, and efficiency of work processes, among other criteria. Situational teleworking cannot be used as a replacement for dependent care. Situational teleworking requested by a Qualified DOTM Telework Employee totaling more than twelve (12) hours in a month requires prior approval by the DOTM Chief of Staff. Situational telework cannot be routinely scheduled or made part of a Qualified DOTM Telework Employee regular schedule.

## **IX. TERMS AND DISCIPLINE**

The terms for Qualified DOTM Telework Employees are outlined in the required Arkansas Department of Military Telework Agreement. By completing the Telework Agreement, Employees agree to abide by all terms, and agree that failure to abide by such terms may lead to the revocation of the ability to telework, discipline, or both. Employees authorized to work remotely are still subject to all DOTM personnel policies, including disciplinary policies and drug and alcohol policies.



4. If the employee in this position was out due to inclement weather or for short periods of time, explain the availability of other employees on site to perform the employee's functions.

5. Does the position:

Yes/No

Require daily on-site activity that cannot be handled remotely (e.g., face-to-face personal contacts; intake or distribution of mail; hands-on contact with machinery, equipment, or vehicles; law enforcement)?

Require significant amount of the workday "in the field" or away from the office, often traveling to and from various indefinite locations?

Require specialized equipment (vehicle, tool, etc.)?

Use a government-issued computer?

Require resources that are easily transportable or available electronically?

8. SPECIFIC EMPLOYEE:

1. Describe the personal attributes of this specific employee which make him or her suitable to telework.

2. Describe the standard duties or projects you would assign the employee to complete while teleworking and the standards you will use to evaluate employee's work.

3. Does the employee:

Yes/No

Work full-time?

Have a work history of satisfactory or better job performance ratings? (Last three years)

Have a work history without a record of performance or conduct issues? (Last three years)

13. SUPERVISOR SIGNATURE

16. DATE (YYYYMMDD)



# 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> Standard Flexible	
<b>a. START</b> <i>(YYYYMMDD)</i>	<b>b. END</b> <i>(YYYYMMDD)</i>		
<b>11. Comments:</b>			
<b>12. SUPERVISOR'S SIGNATURE</b>		<b>16. DATE</b> <i>(YYYYMMDD)</i>	
<b>13. EMPLOYEE SIGNATURE</b>		<b>16. DATE</b> <i>(YYYYMMDD)</i>	

**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)