

POLICY

- (1) State agencies are responsible for:
 - (a) Applying the telecommuting policy, where suitable, consistently throughout the agency
 - (b) Communicating to all employees that telecommuting is a privilege and an available work option that may be afforded an employee whose work habits and position are suitable for telecommuting, as determined by the agency.
 - (c) Providing safeguards to offset the increased security risk to information and data used by telecommuting employees.
 - (d) Following agency policies, DAS-EISPD Policies and Enterprise Security Policies to ensure confidential information (paper and electronic) is appropriately secured in transit and at the telecommuting worksite.
 - (e) Providing initial and ongoing training on protecting confidential state information. Agencies will ensure: secure network access to the state; devices used by telecommuters maintain appropriate level of security software and configurations; and employees can telecommute without endangering state information.
- (2) Employees sign and abide by telecommuting agreements between the employee and the supervisor and the agency. Modify the attached model agreement to fit individual circumstances.
- (3) Telecommuting is voluntary unless it is made a condition of employment at the time of hire. Unless otherwise provided in the agreement, either the agency or the employee may discontinue the arrangement at any time.
 - (a) The agreement shall specify individual work schedules that are in compliance with Fair Labor Standards Act regulations, Collective Bargaining Agreements, or State HR Policy 20.005.20 Fair Labor Standards Act.
 - (b) Telecommuters should have sufficient telephone and fax arrangements to perform their work and to participate in telephone conferences during agreed-upon working hours.
- (4) The telecommuter's conditions of employment shall remain the same as for non-telecommuting employees. Managers should periodically monitor and ensure employee compliance with relevant state policies and standards. Employee salary, benefits and employer-sponsored insurance coverage shall not change as a result of telecommuting.
 - (a) Telecommuters do not hold business visits and in-person meetings with agency customers or co-workers at the home telecommuting site.
 - (b) Telecommuting employees shall not act as the primary care giver for dependents and shall not perform personal business during work hours. Dependents may be in the home during the telecommute hours, but they shall not require the telecommuter's attention during work hours.
 - (c) Telecommuting sites must be in Oregon or in the same state as the central worksite. The appointing authority must request DAS HRSD and DAS Risk Management Division approval for an out-of-state telecommuting arrangement.
 - (d) The agency provides telecommuting site office supplies.

- (e) The agency may provide equipment and software for use at the telecommuting site. The equipment and software are for conducting only agency business and must comply with agency desktop security and maintenance policies and practices.
- (f) Equipment and software, if provided by the employee, must comply with agency desktop security and maintenance policies and practices, and any additional safeguards required by the agency. Note: State information stored on personal electronic equipment is subject to public records requests and agency review.
- (g) The telecommuter normally provides home worksite furniture and equipment and should maintain a clean and safe work space. The telecommuter must immediately report to the agency supervisor any injury occurring during work hours. The state will not be responsible for loss, damage, repair, replacement, or wear of personal property or equipment.

Model Telecommuting Agreement

TELEWORK SITE

The agency does not reimburse the telecommuter for travel between the telecommuting site and the central worksite.

Home: (Specify address and location in home)

Satellite/Other: (Specify Address)

Telecommuting site phone: Home: Cell: Other:

BENEFITS

The reason for this agreement is:

- Opportunity for improved employee performance
Reduced commuting miles
Agency savings

SCOPE OF AGREEMENT

The employee agrees to perform services for the employer as a "telecommuter." Telecommuting is voluntary and may be terminated at any time by either the employee or employer, unless it was made a condition of employment at the point of hire.

SALARY, JOB RESPONSIBILITIES AND BENEFITS

Salary, job responsibilities and benefits will not change because of involvement in telecommuting. The employee agrees to comply with all existing job requirements and expectations that are in effect in the office.

SCHEDULE

Telecommuting days: Mon Tues Wed Thurs Fri

If the telecommuter must come into the office on a scheduled telecommuting day, can another day be substituted?

Yes No

Telecommuting time: Start: Finish: Total hours per day:

Work hours are not expected to change while telecommuting. Discuss anticipated overtime and seek approval in advance from the supervisor.

TASKS

Tasks for telecommuting days:

EQUIPMENT

The agency is not responsible for any private property used, lost or damaged. The state may pursue recovery from the employee for state property that is deliberately or negligently damaged or destroyed while in the employee's care, custody or control.

Personal computer equipment used to telecommute must comply with agency security policies and practices. State information stored on personal electronic equipment is subject to public records requests and agency review.

In the event of equipment failure, the employee may be assigned to another project or work location. The employee shall surrender all state equipment and data documents immediately upon request.

According to State Policy 107.004.050, the security level of the information used at the telecommuting site is:

Level I (Published) _____

Level II (Limited)_____

Level III (Restricted)_____

Level IV (Critical) _____

What measures have been taken to secure the information and equipment at the telecommuting site?

What review period has been agreed upon for these security measures?

What equipment will be used?

ITEM	INVENTORY NO.	OWNER

COMMUNICATION

Will the following be utilized?

Call forwarding: ___Yes ___ No

Answering machine or voice mail: ___Yes ___No

Receptionist or co-workers take calls: ___Yes ___ No

How will incoming calls to the central worksite be answered on telecommuting days?

The employee agrees to call the office to obtain messages at least _____times a day.

The employee shall promptly notify the supervisor when unable to perform work assignments due to equipment failure or other unforeseen circumstances.

Other procedures: _____

ARRANGEMENTS

Date telecommuting will begin: _____

Intervals for telecommuting review: _____

Agency policy for payment of business telephone and data calls from the telecommuting site:

TERMINATION

The agency or employee may discontinue this arrangement at anytime.

OTHER ARRANGMENTS:

Additional conditions agreed upon by the employee and supervisor:

I have read and understand the State HR 50.050.01 Telecommuting Policy, the telecommuting procedures of my organization, and this agreement. I agree to abide by and operate in accordance with the terms and conditions outlined. I agree that the sole purpose of this agreement is to regulate telecommuting and that it neither constitutes an employment contract nor amends any existing contract.

Employee: _____ Date: _____

Supervisor: _____ Date: _____

Agency Information Security Officer: _____ Date: _____