

**1. Purpose and Derivation.**

- 1.1. This policy and related documents derive from the bargaining and award(s) over a statewide telework policy as set forth in the SEBAC 2017, Cross Unit Agreement, and the 7/31/2021 Stipulated agreement. Absent mutual agreement otherwise, they establish the State's telework policy with respect to all bargaining units listed in Appendix A.
- 1.2. Any agency or bargaining unit may suggest modifications, changes or additions to the requirements herein. Such suggestions by an agency shall be made to the Office of Labor Relations, or by a bargaining unit, to the SEBAC Coalition, to be reviewed by the two-person statewide Telework Grievance Committee consisting of a representative designated by OLR and a representative designated by SEBAC. If there is any disagreement, the issue shall be submitted to and scheduled for arbitration and any modification resulting therefrom shall take place upon the date as set forth in the agreement, and/or the date set forth in the arbitration decision, except to the extent legislative approval is required under 5-278 of the general statutes.
- 1.3. The classifications deemed eligible for telework pursuant to this policy are set forth in Attachment B, section 1, as may subsequently be amended through mutual agreement, or through the procedure set forth in Attachment C.
- 1.4. This policy is effective the first day of the second pay period following execution or award (as applicable), and governs telework schedule occurring on or after 1/1/22, except that the implementation of any provision requiring legislative approval shall not occur until such approval occurs.

**2. Telework pursuant to this Policy.**

- 2.1. Telework is a voluntary agreement whereby an employee is permitted to work from home, or other approved location, on a pre-approved basis for part of his or her workweek. Telework does not change the nature of an employee's work, the hours the employee is expected to be working, the employee's official duty station, or the employee's obligation to comply with laws, regulations, and state and agency policies. This policy identifies the requirements employees must follow to apply for telework, establishes the rules an agency must follow when analyzing requests to telework, granting, granting as modified, or denying such requests, as well as the process the parties will follow with respect to the review of any disputed agency decisions.
- 2.2. There are two types of telework. (1) Routine telework in which telework occurs as part of an ongoing, regular schedule; and (2) situational telework, which is approved on a case-by-case basis, where the hours worked were NOT part of a previously approved, ongoing and regular telework schedule. To be eligible to engage in situational telework under this policy, an employee must either have an approved application for situational telework, or an approved application for regular telework.
- 2.3. Eligible employees with field assignments who have been historically directed to perform work at a neutral location following the completion of their field assignment for the day, may be allowed to situational telework as an alternative to performing work at the neutral location.
- 2.4. Telework is not a basis for changing the employee's salary or benefits which remain subject to the rules governing the employee's collective bargaining agreement. None of the rights of such agreement are enhanced or abridged by the implementation of telework programs, nor shall any employee receive any additional compensation as a result of this program. Notwithstanding the foregoing, employees may be asked to adjust their work schedules, to

facilitate teleworking opportunities for the maximum number of interested staff. The employee's official duty station remains at the work location assigned prior to any telework application, and there is no expectation of mileage reimbursement or auto use fee to go to or from meetings at the official duty station. The employees work, performance, efficiency, productivity, and conduct remain subject to the usual agency procedures, standards and the employee's collective bargaining agreement, as well as the requirements set forth herein. Nothing herein precludes an agency from using computer technology that currently exists, or may be developed in the future, to monitor employee productivity.

- 2.5. Teleworkers are subject to the same rules for using sick leave, vacation, personal leave and other leave. If the teleworking employee is unable to work any portion of his/her teleworking day, the employee will be required to use applicable personal leave, earned compensatory time, or accrued vacation or sick leave for the hours not worked, subject to standard Agency rules and procedures regarding such leave.
- 2.6. Any employee-initiated change(s) to the telework schedule must be preapproved, in writing, by the Agency. Any changes in the approved schedule of the teleworker are subject to the Agency's internal review process and the appeal process under this policy. If the change is intended to be ongoing, then the new schedule must be memorialized in writing.
- 2.7. The number of hours an employee spends teleworking shall be recorded by entering the time reporting code "REGTC" on the CORE timesheet or other appropriate documentation in the applicable system.
- 2.8. With notice to the Union, the Employer may suspend telework schedules due to unexpected emergent situations for the duration of the emergent situation.
3. **Applying for Telework.** An employee may apply for telework through the online portal established on the DAS website. No material change in the portal will occur without mutual agreement of the parties.
4. **Analyzing Specific Telework Applications.**
  - 4.1. An application that is not fully completed at the DAS Portal will be returned to the employee to be considered following completion. Applications to Telework must be analyzed by the agency based on specific job duties and approval is not guaranteed. All employees wishing to telework must qualify for participation under Appendix B.
  - 4.2. Applications will be denied as written if the employee is unable to perform the full range of the duties needing to be performed during the telework period, including any supervisory duties, and to protect any confidential information while teleworking. Applications may also be denied if there is an objective basis to conclude that allowing the employee to telework will impair the efficiency and productivity of the employee or the work group. The agency will offer a modification of the telework schedule requested to require more on-site presence if it determines that one of the above factors prevents granting the application as requested, but would not prevent granting such modified telework request.
  - 4.3. Applications may also be denied if the employee is: in their first year of employment; in an initial working test period; in a promotional or transfer working test period for which the job duties are substantially or materially different than those in the prior position, or if at a different location either inter or intra-agency, and the job duties are similar, if there was an approved telework schedule but the schedule cannot be operationally accommodated in the new location, in the employee's first six months of employment in a trainee class; the employee

has a less than satisfactory rating on their most recent performance rating issued within 2 years of the application; the employee has a disciplinary action of a reprimand or above after the last performance rating and within the last 2 years .

- 4.4. Other applications will normally be granted as written except to the extent modification is required under paragraph 5 below.
  - 4.5. To the extent an employee files an application for telework which is the same as his/her existing schedule, and is timely under the Semi-annual application process, the employee may continue his or her schedule during any period in which the renewed application is pending.
  - 4.6. Applications filed at times different from those set forth under paragraph 5 may be granted but shall extend only until the next renewal period under that paragraph.
  - 4.7. Denials or modifications of telework applications shall be submitted to a designated email address reporting to the SEBAC representative of the Statewide Telework Grievance Committee, and will be reviewed by the Statewide Telework Grievance Committee if the parties mutually believe such review likely to be helpful. If not, or if such review is unsuccessful -- and if the Coalition determines to bring the matter forward -- it shall be reviewed under the SEBAC Arbitration process. For purposes of this agreement, any arbitration necessary under that process shall be as informal and expedited as possible, and grievances involving similarly situated employees will be combined.
  - 4.8. The arbitrator, in rendering a decision, will uphold the state's determination to deny or modify a telework request if management has demonstrated that approving the application would have a material negative impact on service delivery to internal or external customers, clients, consumers or the general public. The arbitrator shall not be empowered to direct the Employer to hire additional staff or accrue additional overtime costs, nor shall the arbitrator be empowered to substitute his/her judgement for management's judgement as to which directly provided services may be performed through other than in person contact. Any remedy awarded shall only be prospective.
  - 4.9. Denials of subsequent requests to situationally telework, once situational telework has been granted under this process, may be appealed under the local collective bargaining agreement and only if a pattern of such denials has occurred.
  - 4.10. An employee may request telework schedules of any amount the individual believes to be consistent with job duties and operational needs. All such requests shall be reviewed and granted, denied, or modification suggested in accordance with the procedures and standards of this policy, except that the determination of an agency to refuse to grant telework above an amount that would provide one day per workweek at the worksite shall not be subject to arbitration under this policy.
- 5. Semi-annual Application Process.** Individual applications not denied under section 4 above will also be reviewed in connection with the semi-annual telework application process provided herein.
- 5.1.** The granting of individual telework applications will be for six months and shall occur each year effective with the first day of the pay period in January and July of that year.
    - 5.1.1.** Applications from employees will be submitted not more than 60, but not less than 30 days in advance of such dates.
    - 5.1.2.** If the approval of applications in a particular work group would create less onsite presence than is required for those business needs of the agency, that must be performed on site, the agency will establish a rotational schedule in which eligible employees are

granted an equal amount of telework, except to the extent an individual has requested otherwise. In such case, if the Union representing the employees requests a different manner of distribution of Telework, it shall present such requests to the agency with disputes to be brought to the Telework Grievance Committee.

**5.1.3.** If there are conflicts between employees as to particular workdays to telework, they will be resolved on the basis of general seniority as defined in the specific bargaining agreement if only one bargaining unit is involved. Otherwise said conflicts will be resolved on the basis of statewide seniority. ADA accommodations are an example of agreed upon exceptions to the seniority rule.

**5.2.** Regular telework will generally be granted as full days, but half-day telework may be permitted in the following circumstances: (1) To accommodate coverage or rotation issues under this section; (2) as situational telework.

**6. Termination of Telework within the 6-month period.**

**6.1.** If a teleworker is transferred, promoted, or otherwise moved into a new job classification and in which the job duties are substantially or materially different than those in the prior position, which requires a working test period, the granting of telework may be revoked subject to such later application that may occur under this policy. If a teleworker is transferred, promoted or otherwise moved into a new job classification, in a different location, either inter or intra agency, in which the job duties are substantially or materially the same as those in the prior position, but the schedule cannot be operationally accommodated in the new location, the granting of telework may be revoked or modified subject to such later application that may be made under this policy.

**6.2.** Teleworking employees demonstrating difficulty maintaining acceptable performance/production levels set by management may be required to return to the duty station. Performance/production issues resulting in a revocation of telework shall be subject to review under the grievance procedure of the applicable collective bargaining agreement. In such arbitration, which may be expedited, the state will bear the burden of proving or demonstrating performance or production issues by a preponderance of the evidence.

**6.3.** An employee shall not permit personal obligations, family responsibilities including the presence of other family members in the workspace, to interfere with the productive performance of his/her work. An employee so doing will be denied further telework unless she/he can provide assurance and evidence that any such interference has been abated and ended.

**7. TELEWORKING LOCATION**

**7.1.** The teleworker is responsible for maintaining a designated workspace in a safe, healthy, professional and secure manner. The dedicated workspace must have the necessary environment and furnishings to enable the employee to accomplish his/her assigned duties, including an appropriate work surface and chair.

**7.2.** The teleworker must have reliable phone and internet services in place at the telework location to conduct their work duties. The teleworker is required to provide the phone numbers where they can be reached on telework days. Teleworkers are not authorized to perform work at any site other than the approved teleworking location for the duration of the teleworking shift without specific, written, management approval.

**7.3.** With one hour's notice, the Agency may make on-site visits to the designated workspace for the purposes of verifying that Employee is teleworking as scheduled, determining that the site

is safe and free from hazards or distractions, and/or maintaining, repairing, inspecting or retrieving Agency-owned equipment, software, data, or supplies. The Agency will make inspections only during Employee's scheduled telework hours. An example of notice would include but not be limited to an email or leaving a message on the employee's designated phone number(s) that was provided by the employee.

**8. AVAILABILITY TO REPORT TO THE OFFICIAL DUTY STATION.**

**8.1.** Teleworkers shall report to the official duty station when directed, based on management priorities, such as for meetings, training or other work-related requirements. Business meetings, meetings with customers or regularly scheduled meetings with co-workers shall not be held at the telework location unless they can be accomplished through a teleconference process. The agency will give due consideration of existing technology (teleconference, email, etc.) in order to minimize directing staff to physically report to the office.

**8.1.1.** Management will provide reasonable notice where practicable prior to mandating the employee report to the office and is encouraged to offer an alternate telework day unless operational needs make it impractical. Any failure to provide such alternative telework days shall be grievable under the affected individual(s) local collective bargaining agreement, but only if there is a pattern of such failures.

**8.2. INABILITY TO WORK AT TELEWORKING LOCATION**

**8.2.1.** The teleworking employee must notify his/her supervisor immediately of any situations that interfere with their ability to perform their job including: equipment malfunction; loss of power at the telework location, etc. Depending on the particular circumstances, the Agency may allow the teleworker to use accrued leave or compensatory time, if applicable, or require the employee to report for work at the official duty station. Chronic connectivity issues may be a basis for revoking telework.

**8.2.2.** If a situation arises which would preclude the employee from working at the telework location, the employee must request the use of leave time, arrange for a change in work schedule, or work at their official duty station.

**8.3. LATE OPENING, EARLY DISMISSAL, AGENCY CLOSURE**

**8.3.1.** If a situation arises at the teleworker's official duty station that interferes with the ability of non-teleworking employees to work at the official duty station (e.g. power failure, weather conditions, lack of heat in the office building; etc.) while the teleworker is working at his /her telework location, the teleworker is not excused from duty for this period of time as he/she would not be affected by these conditions.

**8.3.2.** In addition, teleworkers may be requested to telework on non-telework days as operational needs dictate or in the event of an emergency (e.g. power outage, flooding/water damage at official duty station etc.). Acceptance of such request shall be at the option of the employee.

**9. OUTSIDE EMPLOYMENT**

**9.1.** Teleworking employees remain subject to all State policies, including but not limited to the Code of Ethics for Public Officials, C.G.S. §§ 1-79 through 1-89a; The Summary of the Code of Ethics for Public Officials; and DAS General Letter 214-D. In particular:

**9.1.1.** Outside Employment. No employee, whether working from a telework location or official workplace, may accept outside employment that will impair his or her independence of judgment with regard to his/her state duties or would encourage the disclosure of confidential information gained in State service. Additionally, although an employee may

use his/her expertise, he/she may not use his/her state position to obtain outside employment. An employee is not allowed to use his/her business address, telephone number, title or status in any way to promote, advertise or solicit personal business. No employee shall engage in outside employment during telework scheduled hours.

- 9.1.2.** Financial Benefit. Whether working from a telework location or official workplace, using State time, personnel, or materials for a personal business or for other personal, non-state related purpose is considered a financial benefit to the employee, and is therefore strictly prohibited.

**10. EQUIPMENT AND SUPPLIES**

- 10.1.** State and federal laws and policies regarding computer security and encryption, confidentiality of data, and software licensing, as well as the technical requirements of the state's networks, databases and firewalls must be fulfilled to perform all computer-based work from home. Teleworkers must have valid Agency-provided tokens and VPN software installed on their state-assigned laptop or on such other equipment as may be approved by both the teleworkers' agency and the Department of Administrative Services, Bureau of Enterprise Systems and Technology. All peripherals (e.g., thumb drives) connected to state equipment must be compliant and purchased through the Agency's IT organization. Personal equipment is not permitted to be used to access any state computing systems except as may be approved by both the Agency and the Department of Administrative Services, Bureau of Enterprise Systems and Technology (DAS BEST). Any such approval shall be reported by the Agency to statewide I.T.
- 10.2.** The agency shall supply a telecommuting employee with the equipment and materials (VPN card, USB drive, etc.) which the agency and DAS BEST or its successor, determines are required to telecommute beyond a personal computer, broad band internet and telephone. The costs of such additional agency requirements shall not be deemed a basis for denial of an application, but the unavailability of such may delay the implementation of approval provided the state is using its best efforts to procure appropriate equipment for the employee. If the state determines that the telework application requires the use of a state-assigned laptop, it shall provide access to such a laptop on an individual or shared basis as appropriate, and the cost of providing such access shall not be a basis for denial of an application, but the availability of such despite the state's best efforts may delay implementation. To the extent an application is made where the state determines equipment is necessary that cannot be provided, it shall be held in abeyance until the barrier is abated.
- 10.3.** Any equipment and supplies purchased by the Agency remains Agency property and must be returned at the conclusion of a telework agreement or when requested by Agency management. The teleworker must obtain authorization before bringing any Agency-owned equipment or supplies to the telework location. The purchase and installation of software licenses shall be coordinated with the Agency's IT organization and must comply with the State's acceptable use policy and procurement guidelines.
- 10.4.** Agency-owned equipment and supplies shall be used only for State business. Personal use of these materials is prohibited, even during non-working hours.
- 10.5.** Teleworking shall not alter the employee's responsibilities under the Freedom of Information Act (FOIA), and information stored on State equipment may be subject to disclosure under the FOIA.
- 10.6.** The state assumes no responsibility for any operating costs associated with the employee using their personal residence as a telework location , including home maintenance, insurance, utilities, telephone service or internet service. Teleworkers must have sufficient internet access at the remote location. There is no expectation of reimbursement for this service. Similarly, out-of-pocket expenses for supplies, including ink, post-it-notes, and paper, etc., normally available through the Agency will not be reimbursed.

- 10.7. Employees who telework are not eligible for any contractual home office or other monetary stipend other than those to which they would have been entitled in the absence of telework. No challenge to this paragraph may be filed under this agreement.

## 11. GENERAL PROVISIONS

### 11.1. SECURITY OF EQUIPMENT AND MATERIALS

11.1.1. Teleworkers are responsible for the physical security of Agency equipment, supplies and information in their possession while teleworking. The teleworking employee will be liable for any loss or damage to Agency equipment or supplies due to the employee's negligence or misconduct.

11.1.2. Materials, documents, etc. that the teleworker transports to and from the official duty station to the telework location are their responsibility and must be kept confidential and secure. The employee must protect the records from unauthorized disclosure or damage and must comply with all state-wide and Agency policies and procedures regarding such matters, including but not limited to the following:

- [The Acceptable Use of State Systems Policy](#);
- [The Policy on Security for Mobile Computing and Storage Devices](#);
- [The Telecommunications Equipment Policy](#);
- [The Network Security Policy and procedures, and](#)
- [The State HIPAA Security Policy \(if applicable\)](#).

11.1.3. Telework creates the need for additional diligence and security on telework location security practices. Teleworkers are responsible for appropriate security measures on networks used for performing telework. Breaches of information security while teleworking, whether by accident or design, or failure to notify the supervisor and IT of a potential breach of security, may be grounds to immediately terminate the telework agreement subject to the appeal process under this interim policy, and may be cause for disciplinary action subject to the just cause provisions of the collective bargaining agreement.

11.1.4. Teleworkers using state-issued software must adhere to the manufacturer's licensing agreements, including the prohibition against unauthorized duplication. In particular, the installation, use and removal of software must comply with the Software Vendor's License Agreement, the State of Connecticut Software Management Policy and the Agency's implementation of this policy. State-issued software will be installed by IT only on agency-owned computers following manufacturer licensing agreements.

### 11.2. LIABILITY FOR INJURIES

11.2.1. The state will continue to provide workers' compensation benefits and coverage to the teleworking employee as governed by the Connecticut General Statutes and the applicable collective bargaining agreement provided the alternate work location has been approved in the telework agreement.

11.2.2. An injury must arise strictly out of and within the course of employment in order to be compensable under workers' compensation, wherein all standard workers' compensation regulations would apply. Accidental injuries sustained at the teleworking employee's home to persons who are not on-duty Agency employees are the responsibility of the employee. A teleworker must contact his/her supervisor as soon as an injury occurs on duty, whether covered by workers' compensation or not. The authority for determining if an injury

“arises out of or within the course of employment” falls within the jurisdiction of the Workers Compensation Commission.

- 11.3. **LOCAL ZONING ORDINANCES.** It is the teleworking employee's responsibility to ensure compliance with any local zoning ordinances related to working at home or maintaining a home office.
- 11.4. **REPORTING TO DAS.** Agencies must provide to DAS records of approved and denied telework requests in such format as DAS deems appropriate.
- 11.5. **MANAGEMENTS RIGHTS.** Except as limited by a specific provision of this policy, nothing in this policy should be construed as a waiver of managements reserved rights. The State reserves and retains, whether exercised or not, all the lawful and customary rights, powers and prerogatives of public management. Such rights include but are not limited to establishing standards of productivity and performance of its Employees; determining the mission of an Agency and the methods and means necessary to fulfill that mission, the appointment, promotion, assignment, direction and transfer of personnel; the suspension, demotion, discharge or any other appropriate action against its Employees; the relief from duty of its Employees because of lack of work or for other legitimate reasons; the establishment of reasonable work rules; and the taking of all necessary actions to carry out its missions in emergencies. Nothing in this policy shall expand any management right otherwise limited by a local collective bargaining agreement.

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For the State:

Date:

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For SEBAC

Date:

## APPENDICES

Appendix A -- The following bargaining units are covered by this Agreement: NP-2, NP-3, NP-5, NP-6, P-1, P-2, P-3A, P-3B, P-4, P-5, P-6, P-7, P-8, and AFSCME Local 1588-covered Employees in the Office of Higher Education.

### Appendix B

Those eligible to apply are individuals in the above bargaining units who are not covered by the hazardous duty pension plan. While all non-hazardous duty employees in these units are eligible to apply if they deem telework to be consistent with their job duties and operational needs, those employees who were deemed “level 1, constant” during the COVID 19 pandemic – required to come to the work site every day during the pandemic – will likely have their applications denied due to operational need.