
 <p>HAWAII HEALTH SYSTEMS CORPORATION <i>Quality Healthcare For All</i></p> <p>Procedure</p>	<p>Department: Human Resources</p>	<p>Policy No.: HR 0020B</p>
	<p>Issued by: Lance Segawa Acting Director of Human Resources</p>	<p>Revision No.:</p>
<p>Subject: Telecommuting Program</p>	<p>Approved by: </p> <p>By: Alice M. Hall Acting President & CEO</p>	<p>Effective Date: May 22, 2014 July 9, 2014</p>
	<p>Supersedes Policy:</p>	<p>Page: 1 of 7</p>

Last Review: January 9, 2014; Next Review: January 9, 2017

- I. **PURPOSE:** To describe the procedures to implement Policy HR 0020A Telecommuting Program.
- II. **DEFINITIONS:**

Agreement: an agreement regarding an employee's participation in the telecommuting program, approved by the region, the supervisor and the union, as applicable, which establishes agreed-upon guidelines for program implementation as set forth in the Procedure (HR 0020B).

Appointing Authority: The Regional Chief Executive Officer (RCEO) or President & Chief Executive Officer (PCEO), as applicable, or their designee(s), who have been empowered to enter into the Agreement for telecommuting (defined infra) for telecommuting with an employee.

Central Work Site: means the employee's established place of work at an HHSC facility, region, or operation.

Core Hours: the scheduled hours when a telecommuter must be available for contact at their home-based work site unless leave is authorized or the telecommuter is directed to the central work site by supervisory personnel. Core hours differ from work hours since telecommuters have flexibility in scheduling work hours outside of core hours, which may vary at times; conversely, core hours remain intact at all times, are not flexible, and cannot be changed without supervisory approval.

Home-based Work Site: an appropriately identified telecommuting work site within an employee's home, rather than the central work site, and shall not include areas in such employee's home utilized solely for personal or non-work-related purposes. Employees shall perform the functions, duties, and responsibilities of their position from the home-based work site.

Projected Goals: the level of productivity that the employer has established which the employee must fulfill in order for the telecommuting program to be successful.

Remote Work Site: a work site that is geographically in a location other than the

central work site, i.e., home-based or in a work center.

Telecommuter: an employee who has been approved to participate in the telecommuting program by all necessary parties and is subject to all provisions in the Telecommuting Program Policy (HR 0020A) and Procedure (HR 0020B), including all attachments and exhibits.

III. PROCEDURE:

An Agreement shall be entered into with each employee prior to implementation of a telecommuting arrangement, utilizing **Attachment A** as a template. The following terms shall apply, unless the Agreement explicitly states otherwise:

A. Participation and Duration

The Employer has the right to refuse to make telecommuting available to any employee or to terminate employee participation in telecommuting with advance notice of fourteen (14) calendar days, at which time the employee shall return to work at the central work site or as otherwise directed. This right is unconditional and does not require an explanation to the affected employees.

Appointing authorities have the right to deny requests for participation in the program and the right to terminate any individual's participation in the program with at least fourteen (14) calendar days' notice. This right is unconditional and does not require an explanation to the employee.

B. Work Hours

All Telecommuters are required to report to the central work site at the sole direction of their respective supervisors, to meet regarding work assignments, attend staff meetings, and perform any other work that cannot be performed as expeditiously at the remote work site.

C. Work schedule

Employees must be available at their home-based remote work site during Core Hours unless on an approved leave or directed to the central work site or other work sites by the supervisor. Employees may be directed by their supervisors to report to the central work site to perform their work for a specified period of time if deemed necessary, 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). 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 core or work hours. Any changes to the agreed upon work schedule shall be approved in advance by the supervisor (**see Attachment A, Exhibit A – Employee's Telecommuting Schedule**).

D. Work Assignments/Evaluations

Telecommuters shall meet on a regular basis with their supervisor to receive work assignments and to review completed work, as directed. 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 product.

E. Attendance Records

Employees are required to complete semi-monthly time sheets and/or other attendance reports to verify work hours. Employees shall log the number of hours worked each day on a form that they shall sign to certify its accuracy.

Employees who are not exempt from overtime under the Fair Labor Standards Act (FLSA) shall not work more than eight (8) hours per day and/or forty (40) hours per week without prior written supervisory approval. Supervisors shall review their respective employees' timesheets to ensure such employees are not working more than eight (8) hours per day and/or forty (40) hours per week without their approval. Employees not exempt from overtime under FLSA who work in excess of eight (8) hours per day and/or forty (40) hours per week without written approval from their supervisor shall be subject to disciplinary action up to and including termination.

F. Leaves of Absence

Telecommuters must obtain supervisory approval before taking leaves of absence in accordance with established office procedures. If they are not available during core hours due to personal business or illness, employees must notify their supervisors and request authorized leave. If granted, the appropriate leave documents must be completed as soon as practicable. When employees become ill on a telecommuting work day, they shall report the hours worked and use available sick leave credits to cover hours not worked. If there are insufficient sick leave credits, the employer may charge the times not worked to the employee's vacation or compensatory time accounts or place the employee on leave without pay, as appropriate.

G. Overtime

All hours worked in excess of eight (8) hours per day or forty (40) hours per week shall have prior supervisory approval and shall constitute overtime work compensable (or not compensable) in accordance with applicable law, collective bargaining agreements, rules and regulations.

H. Travel

Travel time for one round trip between the remote work site and the central work site shall not be creditable toward meeting regular work hour requirements on each day that the employee is scheduled to report to the central work site. If the employee is required to make more than one such round trip on the same work day, regular work hour credit shall be granted for the duration of each additional round trip, provided travel is completed during core hours and approved/authorized by the employee's supervisor. Payment for mileage reimbursement is only authorized for trips in excess of five round trips between the remote work site and the central work site per work week, provided travel is completed during core hours and approved/authorized by the employee's supervisor. No reimbursement for parking lot charges shall be allowed.

I. Remote Work Site

The home-based 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 telecommuting program to perform job duties in a safe and efficient manner. The supervisor or other appointing authority designee shall conduct an initial site inspection within two (2) weeks prior to the effective date of the telecommuting agreement. Thereafter, the site shall be accessible to visits by supervisory personnel during normal work hours to ensure compliance with safety standards. The supervisor or other appointing authority designee shall visit the site periodically to ensure compliance with safety and work environment standards, as well as to monitor efficiency and adherence to core hour requirements (**See Attachment A, Exhibit B – Home-Based Work Site Safety Guidelines**).

J. Equipment

1. HHSC may provide employees with a work computer as well as software and requisite data supplies. A modem, dedicated telephone line, and related items may also be supplied in some instances. Use of foregoing (if provided by HHSC) shall be strictly limited to HHSC-related purposes and any other use may subject an employee to disciplinary action, up to and including termination. In the event that any of the items listed above are not provided by HHSC, employees shall bear all costs of the same as a condition of their participation in the telecommuting program.
2. All reasonable costs relating to the installation, use, and maintenance of HHSC equipment shall be paid by HHSC.
3. If required in order to fulfill an employee's job duties, employees agree to maintain and bear all costs related to high-speed internet service at their home-based work site as a condition of their participation in the telecommuting program.
4. Telecommuters are responsible for the proper use, care, maintenance, and reasonable safety/security precautions to guard against theft and damage. The equipment and supplies must be protected against unauthorized use (e.g., using or allowing others to use the equipment for non-HHSC business). HHSC purchased software shall not be duplicated except as authorized by the supervisor.
5. HHSC equipment shall remain the property of HHSC and shall be returned promptly at the end of the telecommuting arrangement or when directed by the supervisor (**see Attachment A, Exhibit C –Property Provided to Employee by Facility**).
6. Telecommuters who receive appointing authority approval to utilize their own personal computer understand that HHSC will not be liable for the care and/or any damage or depreciation to a telecommuter's personal equipment. Telecommuters shall ensure personal equipment meets HHSC standards and is compatible with HHSC equipment. Such personal equipment shall be utilized by the telecommuter at no cost to HHSC.

7. Telecommuters agree to comply with all I/T, compliance, security, and related policies and standards when using computer equipment. Telecommuters are responsible for computer access codes and confidential information, documents and data. Reasonable standards of security pertain to what may be judged to be sound or rational preparations that are appropriate to each individual remote work site setting. Telecommuters understand and agree that their use of HHSC's Virtual Private Network may be periodically examined by I/T and other staff to ensure compliance with this section and to monitor efficiency and adherence to core hour requirements.

K. Supplies

Supplies required to complete assigned work shall be obtained during a telecommuter's scheduled work days at the central work site. Reimbursement of supply purchases shall not be allowed without prior supervisory approval and documentation of the purchase.

L. Work Materials

Work materials that are deemed restricted access such as payroll records, medical records, and other confidential or protected information shall not be taken from the central work site without the written consent of the supervisor.

M. Rent/Lease/Condominium Restrictions

Any restrictions on the use of a telecommuter's home through clauses in lease agreements, condominium rules or cooperative bylaws, or community covenants shall be the employee's responsibility to resolve prior to the commencement of the telecommuting arrangement.

N. Care for Minors/Others

Telecommuters shall not undertake to provide primary care during core hours for a minor (or minors) or a person who has a serious health condition or disability.

If such person will be present during that time, another individual shall be present to provide primary care.

O. Other Costs

Telecommuters shall be responsible for any and all costs relating to homeowner's or renter'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 telecommuter's premises. The employee agrees to indemnify and hold harmless HHSC against any claims brought by third parties as a result of the employee using the premises for telecommuting purposes.

IV. APPOINTING AUTHORITY RESPONSIBILITIES:

A. Identify and select positions and employees best suited for telecommuting (See Policy HR 0020A).

- B. Determine program length and equipment needs and identify financial resources to fulfill those needs, number of telecommuting work days per week, core hours, and the telecommuter's duties and responsibilities at the remote work site.
- C. Determine the cost effectiveness of individual telecommuting agreements. Cost effectiveness is a major criterion in accepting, rejecting, or terminating individual telecommuting agreements. Increased cost to the department shall be offset by cost savings for increased productivity and reduced absenteeism.
- D. Secure the cooperation of affected bargaining units for the program's "Agreement," obtain required signatures, and submit to the Corporate Human Resources Office (CHRO) for review and signature.
- E. Inspect, initially and periodically, the telecommuter's home-based work site and Virtual Private Network data to ascertain safety and efficiency of the remote work site, ensure adherence to compliance, security, and related policies and standards, and monitor efficiency.
- F. Review, monitor, and evaluate job performance by focusing on the quality, quantity, and timeliness of the work product.
- G. Ensure telecommuters and central work site staff understands the program, how it works, and their role in overall operational and program efficiency.
- H. Review, monitor, and evaluate employee participation in the program as well as its impact on overall operations.

V. EMPLOYEE RESPONSIBILITIES:

- A. Comply with HHSC rules, regulations, policies, practices, and/or instructions in the performance of work duties. Violation may result in an employee's exclusion from further involvement with the telecommuting program and/or disciplinary action, up to and including possible termination of employment.
- B. Request supervisory approval for sick, vacation, or other leaves and overtime work as if working at the central work site. Employees shall complete and submit semi-monthly time and attendance sheets to their supervisors.
- C. Allow on-site visits by management, supervisors, technical repair or data specialists during core hours, as deemed necessary at the sole discretion of the appointing authority or his/her designee(s), to ensure the work site is safe and free from hazards, to monitor efficiency and adherence to core hour requirements, or to maintain, repair, inspect, or retrieve HHSC equipment, software, data, and supplies.
- D. Report immediately work-related injuries to their supervisor.
- E. Ensure confidentiality of computer access codes and other confidential documents.
- F. Agree not to undertake to provide primary care of children/others during core hours.

- G. Participate in studies or research relating to the telecommuting program.
- H. Report, as directed, to the central work site by supervisory personnel.
- I. Review all written materials such as memos and announcements and perform any required work which is impracticable to do at the remote work site while assigned at the central work site.
- J. Remain liable for tax implications, insurance concerns, and other personal liability issues.
- K. Return promptly HHSC equipment at the end of the telecommuting arrangement or when directed by supervisory personnel.

VI. PROCESS FOR REVIEWING AN EMPLOYEE'S REQUEST FOR PARTICIPATION

- A. An employee wishing to participate must first discuss telecommuting and potential benefits with his/her supervisor. If the supervisor makes a preliminary determination that participation may be beneficial to the department, the employee must submit a written request similar to **Attachment B – Employee Request for Telecommuting Participation**.
- B. Supervisors shall review work content, employee knowledge, and performance and decide on program suitability (consistent with Policy HR 0020A).
- C. If an employee's supervisor approves of his/her employee's participation in the telecommuting program, the supervisor shall provide all information required in **Attachment A (Agreement)**, including written duties, responsibilities, and other program requirements. Once this is completed, the Agreement shall be signed by the employee's supervisor, the employee and, where applicable, the employee's union representative, and submitted to the appointing authority for approval (NOTE: The telecommuting Agreement may be customized to each individual employee's situation.)
- D. Employees shall receive a copy of the fully executed Agreement and the duties and responsibilities to be performed at the remote work site.

VII. EVALUATION

Periodic evaluation of the program effectiveness shall be conducted involving management and employees to monitor the impact of telecommuting.

VIII. APPLICABILITY: All HHSC facilities.

IX. ATTACHMENTS:

1. Attachment A – Supplemental Agreement (with Exhibits)
2. Attachment B – Employee Request for Telecommuting Participation

EMPLOYEE(S): _____
 (Select: Included or Excluded)

SUPPLEMENTAL AGREEMENT

This SUPPLEMENTAL AGREEMENT is entered into this _____ day of _____, by and between _____ (EMPLOYEE OR UNION), hereinafter referred to as the _____ ("EMPLOYEE" OR "UNION") and the HAWAII HEALTH SYSTEMS CORPORATION (HHSC) hereinafter referred to as the "EMPLOYER." This Memorandum shall be effective from _____ to, including, _____
 (Date) (Date)

WHEREAS, "certain employees in the _____, (Region)..."

OR

WHEREAS, "certain employees in Bargaining Unit # _____ of the _____ (Region), per Article # _____ of the _____ Bargaining Unit Agreement which provides for changes in conditions of work by mutual consent,..."

...have agreed to participate in the telecommuting project for _____ (length of time);

THEREFORE, the Employer and _____ (Union OR Employee) in consideration of the terms hereinafter set forth, agree as follows:

1. **MAINTENANCE OF RIGHTS AND BENEFITS:** Employees shall retain all rights and benefits pertaining to their conditions of employment as contained in the HHSC Human Resources and Civil Service System rules, the rules of the Merit Appeals Board, relevant collective bargaining agreements and the Hawaii Revised Statutes, as applicable, and except for those conditions which are specified herein.

2. **WORK SCHEDULE:** The amount of time employees are expected to work per day or per pay period remains unchanged and telecommuting shall be scheduled on a part-time basis. Employees are free to set their own schedules; however, they must be available at the remote work site during CORE HOURS of _____, as indicated on the "Employee's Agreement," for contact by the central work site or the general public. If not available during the core hours, employees must notify their supervisors and request authorized leave. If granted, the appropriate leave form must be completed.

Employees may be directed by their supervisors to report to the central work site to attend meetings, perform filing, photocopying or other duties that cannot be accomplished at the telecommuting site, or when the telecommuting work site is impracticable (e.g., the computer is being repaired). Employees may also be directed to perform their work at the central work site for a specified period of time if deemed necessary by their supervisors due to unforeseen circumstances (e.g., extended absence by another employee). When employees are scheduled to report to work, they shall report at the time and place so directed by supervisory personnel.

Any changes to the agreed upon schedule shall be approved in advance by the supervisor. Employees are required to fill out time sheets and/or other attendance reports to verify work hours, which must be submitted timely. The employee's telecommuting/work schedule is set forth in Exhibit A. During the regularly scheduled work shift, the employer must be able to contact the employee, either by phone or e-mail, within five (5) minutes.

3. **WORK ASSIGNMENTS:** the employer and the employee shall comply with the provisions of the HHSC Telecommuting Program Policy (refer to HR 0020B Procedures, Section III. Procedure, Section D. Work Assignments/Evaluations).

4. **LEAVE:** The employer and the employee shall comply with the provisions of the HHSC Telecommuting Program Policy (refer to HR 0020B Procedures, Section III. Procedure, Section F. Leaves of Absence).

5. OVERTIME: The employer and the employee shall comply with the provisions of the HHSC Telecommuting Program Policy (refer to HR 0020B Procedures, Section III. Procedure, Section G. Overtime) and applicable collective bargaining provision, if any.

6. TRAVEL: The employer and employee shall comply with the provisions of the HHSC Telecommuting Program Policy (refer to HR 0020B Procedures, Section III. Procedure, Section H. Travel).

7. WORK SITE: The employer and the employee shall comply with the provisions of the HHSC Telecommuting Program Policy (refer to HR 0020B Procedures, Section III. Procedure, Section I. Remote Work Site). The employee acknowledges the "Home-Based Work Site Safety Guidelines" set forth in Exhibit B.

8. EQUIPMENT: The employer and the employee shall comply with the provisions of the HHSC Telecommuting Program Policy (refer to HR 0020B Procedures, Section III. Procedure, Section J. Equipment). The equipment provided to the employee by HHSC, if any, is set forth in Exhibit C.

9. SUPPLIES: The employer and the employee shall comply with the provisions of the HHSC Telecommuting Program Policy (refer to HR 0020B Procedures, Section III. Procedure, Section K. Supplies).

10. SECURITY: The employer and the employee shall comply with the provisions of the HHSC Telecommuting Program Policy (refer to HR 0020B Procedures, Section III. Procedure, Section J Equipment, subsections 3 & 6.

11. CARE FOR MINORS/OTHERS: The employer and the employee shall comply with the provisions of the HHSC Telecommuting Program Policy (refer to HR 0020B Procedures, Section III. Procedure, Section N. Care for Minors/Others). This agreement is not to be viewed as a substitute for family care arrangements. The employee must make family care arrangements as-needed, and must ensure that personal obligations will not interfere with work obligations. The employee acknowledges and agrees that any known potential distractions and conflicting demands will be resolved in advance of this telecommuting agreement.

12. SURVEYS: Employees may be required to participate in surveys to determine interest in telecommuting and telecommuters are required to participate in surveys to evaluate the program.

13. OTHER ISSUES: Provisions in the HHSC Telecommuting Program Policy shall cover those areas of concern not specifically addressed in this supplemental agreement.

14. VIOLATIONS: Employees remain obligated to comply with all the HHSC/facility/regional policies, procedures, rules, practices and/or instructions in the performance of their duties. Violation may result in an employee's termination from the program and/or disciplinary action, up to and including possible termination of employment. Disciplinary actions will be in accordance with the respective collective bargaining agreement and the HHSC Human Resources and Civil Service System rules, as applicable.

15. CURTAILMENT OF AGREEMENT: The employee or department may terminate participation in the program at any time, with 14 calendar days' prior notice. The employer retains the right to remove any employee from the program, if employee's participation fails to benefit the department's operations.

HAWAII HEALTH SYSTEMS CORPORATION

EMPLOYEE:

SENIOR MANAGER

DIRECTOR OF HUMAN RESOURCES

UNION REPRESENTATIVE (when applicable)

CEO

EMPLOYEE'S TELECOMMUTING SCHEDULE

Employee has designated the following location as his/her home-based work site:

Home-Based Work Site Address:

Physical Location at Address:

Phone Number(s):

Please notify your Supervisor of any changes to the above

Employee's work schedule:

Work Schedule: Sunday through Saturday, 5 days per week, 8 hrs/day, 40 hrs/week.

Two shifts: 8:30 a.m. – 5:00 p.m.

11:00 a.m. – 7:30 p.m.

According to Bargaining Unit 3, Article 22 - Shift Work

Lunch & breaks are according to bargaining units. Flex time may be utilized by mutual agreement.

Employee Signature

Date

Supervisor Signature

Date

HOME-BASED WORK SITE SAFETY GUIDELINES

Employee agrees/provides:

- 1. Electrical cords should not be in a walking path.
- 2. Proper lighting.
- 3. Telephone within reach.

ACKNOWLEDGED BY:

Employee Signature	Date
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Supervisor	Date
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PERIODIC REVIEW (acknowledged by Employee)

Date of Review	Supervisor Signature	Employee Signature
Date of Review	Supervisor Signature	Employee Signature
Date of Review	Supervisor Signature	Employee Signature
Date of Review	Supervisor Signature	Employee Signature

PROPERTY PROVIDED TO EMPLOYEE BY (FACILITY)

Items	Date Provided	Initials (employee/supervisor)
1. Personal Computer (including Microsoft Windows NT with Word Processing, Internet Access) monitor and keyboard	_____	_____/____
2. Foot Pedal	_____	_____/____
3. Office Supplies	_____	_____/____
4. Other	_____	_____/____

This list is a compilation of property provided to the Employee as part of the Telecommuting Agreement. Upon termination of the Telecommuting Agreement or termination of employment, the Employee shall return to the Employer the equipment, supplies, and other property within three (3) days, which should be in working condition aside from normal wear and tear.

EMPLOYEE REQUEST FOR TELECOMMUTING PARTICIPATION

(PLEASE PRINT CLEARLY)

REGION (or Corporate Office): _____

DIVISION: _____

EMPLOYEE'S NAME: _____

WORK ADDRESS: _____

HOME ADDRESS: _____

EMPLOYEE'S JOB TITLE: _____

INCLUDED _____ EXCLUDED _____ BARGAINING UNIT _____

SUPERVISOR'S NAME: _____

SUPERVISOR'S JOB TITLE: _____

DESCRIPTION : NUMBER OF DAYS PER WEEK: _____

PROPOSED WORK SCHEDULE/CORE HOURS: _____

JOB TASKS: (Please attach additional sheets as necessary.)

BENEFITS TO HHSC: (Please attach additional sheets as necessary.)

EQUIPMENT NEEDS:

COMPUTER _____ PROVIDED BY _____

TELEPHONE LINE _____ OTHER _____

EMPLOYEE NAME (PLEASE PRINT)

EMPLOYEE SIGNATURE/DATE