



TELEWORKING POLICY

Purpose

To establish procedures under which eligible employees may telework. Teleworking may be granted to eligible employees and will be based upon consideration of the operational needs of the organization.

Definitions

The following terms shall have the meaning ascribed:

- (a) "Alternate workplace" means an appropriate workplace for the teleworking employee other than the employee's primary workplace.
- (b) "Declared emergency" means the General Manager or designee reduces, suspends or closes business operations due to adverse weather or an emergency event.
- (c) "Eligible employee" means an employee in a position identified by the Deputy General Manager (DGM), Chief or Director as being suitable for teleworking.
- (d) "Primary workplace" means an employee's usual and customary workplace, at a BJWSA building and/or facility.
- (e) "Telework(ing)" means a work arrangement in which employees perform their usual job functions and responsibilities, as detailed in their job description, away from their primary workplace and in accordance with the provisions of an approved telework agreement. There are three types of allowable teleworking arrangements; numbers 1 and 2 require a telework agreement:
 - (1) *Regularly Scheduled Telework*. A work arrangement which occurs on a regularly scheduled basis.
 - (2) *Situational Telework*. A temporary arrangement on a case-by-case basis approved by the employee's supervisor or manager in writing for an employee to telework to work on a special project or report. The length of the arrangement may vary depending on the circumstance and will be determined in advance.
 - (3) *Emergency Telework*. A work arrangement which may be requested during a BJWSA declared emergency. This type of telework does not require a formal telework agreement.
- (f) "Telework agreement" means the formal agreement between an eligible employee and management which establishes the parameters and guidelines of the teleworking arrangement.
- (g) "Telework request form" means the document used by the employee to request a telework arrangement.
- (h) "Workday" means a day an employee is scheduled to work.
- (i) "Workweek" means a regularly recurring period of 168 hours, comprised of seven consecutive 24-hour periods.



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Eligibility

(a) *Types of Positions Eligible for Telework.* Chiefs and/or Directors will determine which positions may be eligible for teleworking within their department or office and may use their discretion in granting the privilege to telework. The needs of the business unit must be met and fully maintained throughout the duration of the telework agreement and in accordance with the following criteria:

- (1) Job functions and responsibilities that are project or case-work oriented, telephone intensive, or computer-oriented; or work activities that can be completed away from the primary workplace with equal efficiency as if being performed at the primary workplace;
- (2) Work that does not require daily, unscheduled, face-to-face contact with other employees, supervisors, or the public in the primary workplace location;
- (3) Regularly scheduled meetings that involve the teleworking employee can be scheduled without inconveniencing or impairing the performance of coworkers;
- (4) Positions which do not carry regulatory or licensing requirements to be present at a BJWSA site or facility
- (5) The Chiefs or Directors will make the list of eligible positions available to their team members. This list shall be updated annually by February 1st and submitted to the Director of Human Resources.

(b) *Eligible Employees.* To be eligible to participate in teleworking, an employee must meet the following criteria:

- (1) For new hires, eligibility to request a telework situation will be permitted after orientation and a brief introductory period at the primary workplace for a length of time as determined necessary by the employee's supervisor/manager
- (2) Have appropriate space and equipment to complete assigned job functions and responsibilities at the alternate workplace. This includes access to reliable internet and cellular service.
- (3) Be able to perform assigned job functions and responsibilities with the same quality, efficiency, availability and timeliness as could be accomplished at the primary workplace.

(c) *Telework Schedule.*

- (1) Regularly scheduled telework by an employee may range from one day per workweek up to full-time as deemed appropriate and practical by the direct supervisor and Director/Chief
- (2) Situational telework by an employee shall be determined in coordination with the employee's direct supervisor and Director/Chief. A duration for the situational telework will be determined by the supervisor on a case by case basis.
- (3) Teleworking may be combined with an alternative or compressed work schedule if practical and with no impact to operational requirements.



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Procedures for teleworking

- (a) An employee who desires to telework must first complete a telework request form and submit to the supervisor for review and approval.
- (b) If an employee's immediate supervisor denies the initial telework request, the employee may request reconsideration from the next level of management. The Chief or Director shall have final authority to approve or deny an employee's telework request. The Chief or Director's decision is not subject to appeal.
- (c) No changes are permitted to the language of the telework agreement without approval of the Director of Human Resources.
- (d) After the telework agreement has been signed by the Chief or Director, the employee's request to telework shall be granted.
- (e) The teleworking employee will retain all conditions, rights, responsibilities and opportunities afforded all BJWSA employees during the telework assignment.
- (f) The teleworking employee's work hours and alternate workplace are specified as part of the teleworking agreement. The employee must be fully accessible during the days and times specified in the telework agreement.
- (g) The teleworking employee shall be available to report to the primary workplace or other designated location as requested by management in order to meet operational requirements.
- (h) The teleworking employee shall continue to comply with all BJWSA policies, federal, state and local laws, regulations, and standard procedures while working at the alternate workplace.

Termination of telework

- (a) The telework agreement may be terminated at any time by the teleworking employee with advance notice to immediate supervisor.
- (b) The telework agreement may be terminated at any time by the teleworking employee's immediate supervisor, Chief, Director or Manager if it is determined that the teleworking employee is failing to accomplish the assigned job functions and responsibilities.
- (c) The telework agreement may be terminated immediately upon the teleworking employee receiving a formal disciplinary action while the telework agreement is in effect.
- (d) Upon termination of the telework agreement, the teleworking employee shall immediately return to the primary workplace and regular work schedule in existence prior to receiving approval to telework.



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Responsibilities

- (a) The teleworking employee agrees to designate a separate work space in the alternate workplace for the purposes of teleworking and will maintain this area in a safe condition, free from hazards and other dangers to the employee and any BJWSA owned equipment.
- (b) To ensure the safety of the employee in the alternative workplace, the teleworking employee agrees to adhere to BJWSA office safety guidelines.
- (c) The teleworking employee remains covered under the BJWSA workers' compensation program for injuries occurring during the course and scope of the actual performance of official duties at the alternative workplace.
- (d) The teleworking employee, or someone acting on the teleworking employee's behalf, shall immediately notify the teleworking employee's supervisor of any accident or injury that occurs at the alternate workplace. The supervisor must immediately notify the Accident Fund Workers Compensation per instructions in the Employee Handbook on page 101.
- (e) The teleworking employee shall acknowledge that the creation of the telework agreement does not render BJWSA liable for injuries or damages to the person or property of third parties or any members of the teleworking employee's family during work hours in the alternate workplace, if it is in the employee's home.
- (f) The Teleworking employee shall take every available safeguard to secure BJWSA's confidential data and proprietary information to include using a password protected wireless internet connection as well as a computer with updated virus protection software and establishing a safe and secured storage area for any confidential BJWSA documents during nonworking hours. Employee shall have no expectation of privacy relative to the equipment used to conduct such telework.
- (g) The Teleworking employee shall not remove any BJWSA documents, information or equipment from a BJWSA facility without express written permission from their immediate supervisor and as further defined in the equipment list contained within this policy (such information should be contained within Telecommuting Work Request Form).
- (h) Non-exempt employees should indicate remote working when clocking in during their telework hours.

Standard issued telework equipment list

- (a) Non-customer service employees: Laptop, monitor, keyboard/mouse*.
- (b) Customer service employees: Laptop, monitor, keyboard/mouse*, headset, and phone.
- (c) Additional authorized equipment if approved by supervisor and chief. Justification for need to support job function required on form. Additional equipment includes: portable printer, portable scanner, second docking station, second power cord, second monitor** and headset.

*One wireless keyboard/mouse issued per employee to be used for both in office and remote working.

**Max number of monitors issued per employee for both in office and remote working is two.

Note: printer cartridges will not be reimbursed for personal printers.



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Request Form

1. Name of Employee: _____
2. Position with BJWSA: _____
3. Dates of Requested TW: _____
4. BJWSA's documents, information, equipment necessary to complete TW and request to remove the same from BJWSA facility:

5. Address and Description of Alternative Work Place:

Employee acknowledges receipt and review of all terms as set forth in the BJWSA Teleworking Policy and consents to abide by those terms while teleworking.

Employee Signature

Date

Supervisor Name

Signature

Date

Director/Chief Name

Signature

Date