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| Policy: Telework | Reference: DHRM Rule |
| Number: 480-26 | Reviewed/Revised: July 17, 2020 |
| Authorized By: Scott Baird, Executive Director | Effective Date: July 17, 2020 |
| Department of Environmental Quality Policies and Procedures are procedures established to ensure DEQ compliance with Utah Law and Department of Human Resource Management Rules. In the event that there is a discrepancy between Utah Law, DHRM Rule and/or DEQ Policy/Procedure, Utah Law and/or DHRM Rule will be used. | |

I. PURPOSE

This policy provides direction for promoting, authorizing and implementing telework at the Department of Environmental Quality (DEQ) as a means of achieving increased productivity, decreased commute emissions, increased employee morale and retention, expanded access to State jobs into rural Utah and reduced costs associated with office space.

II. DEFINITIONS

1. **Alternative Work Location:** For the purpose of this policy, ‘alternative work location’ refers to work at a place other than a regularly assigned office location, such as the employee’s residence or other location approved by the employee’s supervisor.
2. **Primary Work Location:** For the purpose of this policy, ‘primary work location’ refers to the location where an employee works the majority of their time (ie, at least 60% of their time).
3. **Regularly Assigned Office Location:** For most DEQ employees, this is the Multi Agency State Office Building (MASOB). For others, it may include the Technical Services Center or a field office location.
4. **Telework/Remote Work:** The use of telecommunication technology to transport information, rather than people, to and from the workplace. The terms ‘telework’ and ‘remote work’ are used interchangeably throughout this document.

There are two types of telework at DEQ:

- a. **A New Workplace Telework:** An employee using this arrangement will only report to their regularly assigned office location for a maximum of two days per week or on a schedule mutually agreed upon by the supervisor and the employee. In most cases, the workspace the employee will work in at the MASOB office location will be an unassigned shared workspace (also known as Free Addressing) approved by DEQ. Remote workers’ primary work location will be their approved alternate location as agreed upon in the Employee’s Acknowledgement and Telework Agreement.

Employees participating in this voluntary program will have a trial period up to 60 days upon beginning this program to determine if they will continue and relinquish their assigned MASOB office space.

Employees may be required to report to and work in their regularly assigned office location as requested by management.

- b. Situational Telework: Consists of an employee voluntarily working from an alternative work location which may include the employee's home and generally on an ad hoc basis. Examples under this scenario include telework on Mandatory Action Days, during periods of extreme weather and/or in response to COVID-19 restrictions. With the exception of situational telework occurring in response to COVID-19 restrictions, employees will report to their regularly assigned office location at least three days per week as a general rule. Employees may retain their regularly assigned office location under situational telework.

III. ELIGIBILITY

It is important to note that not every employee will be eligible to participate in a remote working arrangement and many employees will continue to report to their regularly assigned office location during traditional office hours. Remote work shall be considered an option, not a universal employee benefit or right per Department of Human Resource Management's (DHRM) telework rule ([DHRM Rule 477-8-2](#)). DEQ management reserves the right to initiate, terminate or suspend a remote work arrangement at any time.

DEQ management shall utilize the following criteria in evaluating if employees are eligible for a remote work arrangement. An employee may **not** be eligible to participate in remote work (pursuant to agency discretion) if:

- I. The employee is subject to official discipline for performance or conduct, including suspension, demotion, or recommendation for termination;
- II. The employee has a documented violation of the Employee Code of Conduct;
- III. The employee has demonstrated diminished individual or organizational performance; or
- IV. The employee has violated the terms of the Telework Program Agreement.

IV. SUPERVISOR'S RESPONSIBILITIES WHEN UTILIZING A REMOTE WORK ARRANGEMENT

A remote worker's supervisor has certain responsibilities which include, but are not limited to, the following:

- 1. Setting forth appropriate measures to protect confidential information;
- 2. Ensuring that customer service is not adversely affected by the telework arrangement;
- 3. Undertaking the necessary risk assessments of the office design and working practices;
- 4. Clearly defining and setting forth the telework employee's responsibilities;

5. Setting baseline measurements before employee begins a telework arrangement and creating measurable and definable ongoing performance metrics which are reported annually in Utah Performance Management (UPM);
6. Maintaining frequent and effective communication with remote employees;
7. Ensuring there is not a hardship or burden placed on other employees (additional work, etc.);
8. Maintaining responsibility and accountability for treating all remote and non-remote employees similarly in acts involving managerial discretion, including but not limited to: distribution of assignments among employees in the work unit, use of appropriate tracking and communication tools, performance management, both informal and formal feedback, performance coaching, learning and development, reassignment, promotion, retention, and discipline;
9. Providing advance notice, if practicable, to remote employees regarding requests to report to the regularly assigned office location (notice is not required and does not absolve an employee's responsibility to be physically present upon request); and
10. Completing the DHRM [Managing Teleworkers](#) online training and annually signing an Employee's Acknowledgement and Remote work Agreement form or acknowledging the AAA in UPM.

V. EMPLOYEE'S RESPONSIBILITIES WHEN UTILIZING A REMOTE WORK ARRANGEMENT

An employee utilizing a remote work arrangement has certain responsibilities depending upon which arrangement is utilized, including, but not limited to, the following:

1. Maintaining established performance standards;
2. Ensuring that the alternative worksite is appropriate and provides the work environment, connectivity, technology, resource access, safety and security consistent with the work in which the employee is engaged;
3. Teleworkers are responsible to establish and provide home internet for the purposes of remote work. Internet service must be of sufficient speed to support all work related applications, systems, and devices. All initial set up costs, or costs associated with a remote worker changing locations are the responsibility of the remote worker. Any service or performance related issues with internet need to be addressed immediately by the remote worker. Failure to immediately address such issues can lead to suspension or termination of the Remote Work Agreement;
4. Remote worker's in-home internet service for personal use during non-work hours is not regulated by this policy unless state equipment is being utilized. State owned equipment is always subject to DTS security and acceptable use standards;
5. Remote workers are responsible for office equipment (desk/chair) at the work location that is conducive to a safe and comfortable work environment;
6. Maintaining flexibility and responsiveness to the needs of the supervisor, work team, and agency (communication and collaboration);
7. Reporting to the regularly assigned office location, pursuant to agency needs, for all or part of a workday during which they would otherwise be engaged in a remote arrangement;
8. Management may require a remote worker to attend meetings, conferences, or other activities away from the remote worker's primary work location. If the employee's personal vehicle is used, mileage to and from the required activity will be reimbursed at the lower rate for trips under 100 miles. Private vehicle use for trips from the remote worker's

primary work location to MASOB that are less than 30 miles one way are not reimbursable. For overnight trips or trips over 100 miles, the employee will be reimbursed for using their personal vehicle up to the cost of using a state vehicle in accordance with DEQ's existing Travel Policy;

9. Documenting all time in accordance with established DHRM time and attendance policies;
10. Complying with DHRM rules and practices pertaining to requesting and obtaining approval for leave, overtime, or any change to the employee's agreed-upon work schedule outlined in the Employee's Acknowledgement and Remote Work Agreement form;
11. Remote work employees must comply with all applicable federal, state, and municipal laws as well as state and DHRM rules and agency policies, including those dealing with time reporting and overtime;
12. Maintaining effective communication with supervisors and other employees with whom communication is essential for successfully implementing the arrangement;
13. Being considerate of employees sharing Free Address workspace, and maintaining a clean workspace at all times;
14. Using a Free Address workspace only so long as needed;
15. Confidentiality of work related information must be maintained in the remote work environment in accordance with federal, state, and municipal laws and DHRM rules and agency policies. Unauthorized disclosure will subject the employee to penalties provided by law, as well as disciplinary action initiated by the Department, up to and including termination of employment.
 - a. Security of digital information must comply with DTS standards.
 - b. Printed information must be returned to the Department or destroyed based on applicable records retention schedules and practices;
16. Remote workers are required to adhere to the DTS Information Technology (IT) Resources Acceptable Use Policy;
17. Maintaining a high level of customer service at all times;
18. Completing the DHRM [Successful Telework](#) training and annually signing an Employee's Acknowledgement and Remote work Agreement form or acknowledging the AAA in UPM.
19. All terms and conditions of employment not specifically addressed in this policy remain in effect as if the employee were not teleworking, including but not limited to salary, benefits, leave use, etc;
20. Any exceptions made to this policy must be approved by the DEQ Executive Director or designee.

VI. REMOTE WORK PARTICIPATION

Participation in a remote work arrangement is based on an employee's job responsibilities as determined by DEQ. If an employee's productivity decreases or other performance/conduct issues arise, the supervisor shall treat the remote employee no differently than an employee working in the regularly assigned office location.

Employees who participate in remote work arrangements are considered to be in an official duty status during their designated work hours. With the exception of situational telework, routinely providing dependent or adult care while in official duty status is prohibited and not the intent of this program.

Rules regarding overtime, compensable hours, work-related travel, acceptable use of IT resources, and all other employment-related policies and rules apply to employees regardless of their assigned work location. For questions please contact the DHRM staff assigned to DEQ.

Supervisors retain the authority to disapprove an employee's selection of a particular alternative worksite arrangement if, in the supervisor's opinion, the worksite is not business appropriate, fails to provide a working environment compliant with this policy, or both.

As a general rule, based upon a justified need and approved by the Division Director, DEQ may provide employees who telework with the following hardware: laptop and docking station or desktop, keyboard, mouse and up to two monitors. DEQ will provide the software and applications necessary for the employee to complete their work remotely including VPN access. A softphone and headset will be provided if requested by the employee. Cell phones may be provided in lieu of desk phones based upon justified need and with Division Director approval in accordance with DEQ's *Telecommunication Equipment Policy, No. 480-25*. DEQ will not provide office furniture or ergonomic equipment at a work location other than at the employee's regularly assigned office location.

VII. CLEAR-DESK PROTOCOLS/MAINTAINING SANITARY FREE ADDRESS WORKSPACE

DEQ will implement clear-desk protocols when employees have Free Address workspace arrangements. Such protocols typically require employees to clear the workspace of all work and personal items after use. Such practices help provide an accommodating workspace for all users.

DEQ shall take measures to maintain a sanitary workspace, including providing sanitizing wipes/spray and hand sanitizer to be used on Free Address telephones and other such equipment with multiple users. Disinfecting the area on a regular basis will reduce the spread of contagions and promote the overall health of the workforce.



UTAH DEPARTMENT of
**ENVIRONMENTAL
QUALITY**

A New Workplace: Employee Acknowledgement and Remote Work Agreement

Employee Name: _____

Job Title: _____

Employee Division: _____

This document acknowledges the formal agreement between the Department of Environmental Quality (DEQ) and the employee, allowing the employee to Remote work from home or another alternative work location under the New Workplace program. The employee shall work a maximum of two business days per week in a state office building on an ongoing basis. The sole purpose of the agreement is to regulate the Remote work arrangement, and it does not constitute a contract of employment.

The employee may be required to work from the regularly assigned office location on scheduled Remote work days based on operational needs.

The employee understands that if using personally-supplied equipment or software, the department is released from any and all liability associated with business use of those items. The State of Utah or the DEQ is not liable for any damage to personal or real property while the employee is performing official duties at an alternative work location.

The employee acknowledges that the agreement is subject to and requires the employee to comply with all applicable federal, state, and municipal laws as well as state administrative rules, and agency policies including those dealing with time reporting and overtime, and can be modified at the discretion of agency management. The employee must accurately report time and get approval prior to working any overtime.

Commute times from home to work and from work to home are not considered work hours and are not compensable under 5 C.F.R. § 551.422 and 5 C.F.R. § 550.112 (j)(2). An employee may be compensated for commute time if they are officially directed to perform work while commuting. However, an employee cannot be compensated for travel to and from their official duty station as a normal incident of employment.

Time spent traveling outside of regular work hours may only be compensated with prior approval.

As a condition of a Remote work arrangement, management may make arrangements to inspect the Remote work environment for various work related issues, including safe working conditions,

maintaining appropriate confidentiality, management reviews, and equipment security. Supervisors retain the authority to disapprove an employee’s selection of a particular alternative worksite arrangement if, in the supervisor’s opinion, the worksite is not business appropriate and/or fails to provide a working environment compliant with this Policy.

The Remote work arrangement is voluntary and is not an employee right. The arrangement may be discontinued at any time for any reason.

1. I agree to follow DEQ’s Telework Policy: **Y / N**
2. My weekly work schedule:

| [Exempt employee ____ Non-exempt employee (30 minute lunch break must be scheduled)] | Alternate Work Schedule (hours) | | | | |
|--|------------------------------------|-----|-----------------|-----|----------------|
| | Office | | Remote Worksite | | |
| Days | Begin | End | Begin | End | Total hours |
| Monday | | | | | |
| Tuesday | | | | | |
| Wednesday | | | | | |
| Thursday | | | | | |
| Friday | | | | | |
| Saturday | | | | | |
| Sunday | | | | | |
| Total Hours | | | | | |

3. My supervisor will maintain an official copy of my work schedule. I agree to make arrangements in writing to my supervisor if I need to deviate from this schedule.
4. I understand my employer/supervisor has the discretion to change my work schedule at any time.

5. I understand my employer/supervisor has the discretion to require me to change my regularly scheduled remote work day and work from another work location.
6. On the days I am scheduled to report to a workplace other than my home office or other approved remote work location, I will not begin performing work until I reach the assigned workplace unless such work is authorized by my supervisor.
7. I will follow Department of Human Resource Management (DHRM) and agency/division policy to request the use of leave and use appropriate leave as outlined in DHRM rule.
8. I acknowledge that I will comply with all Enterprise Information Security Policies outlined by the Department of Technology Services, Utah Administrative Code [R895-7](#) and my agency/division.
9. I acknowledge that I am required to attend any in-office meetings or other activities as requested by my supervisor.
10. As part of this program, I will provide any information related to performance metrics, surveys, or other data that may be required.
11. I understand that my supervisor or other authorities at the State may monitor my work related activities.
12. I acknowledge that I have the responsibility to maintain safe working conditions at my home or approved alternative work site. I will immediately report to my supervisor and/or my DHRM representative any accident or injury occurring at my alternative work site. **
13. I agree to proactively communicate frequently with my supervisor in the supervisor's preferred method of communication.
14. I will maintain contact with the work unit, as appropriate, to successfully perform assigned duties and responsibilities.
15. I will plan to do any photocopying, paper mailing, or other duties incurring a cost either at my regularly assigned office location or at my alternative work location with my supervisor's approval.
16. I will use approved safeguards to protect state records from unauthorized disclosure, damage, or release of confidential business information and to comply with all requirements set forth by the agency and State laws, rules, policies, and regulations.
17. I will immediately inform my direct manager or supervisor any time there is an actual or suspected system security issue that arises.
18. I will provide a picture of my alternative site workspace and submit to my supervisor, if requested. That picture may be attached to this agreement and uploaded to my UPM.
19. I will notify my supervisor if the address of my alternative work site needs to change and understand the new site will need to be authorized in the same manner as the original site.
20. I agree that I will not conduct any unauthorized personal business including but not limited to dependent care, elderly care, home repairs, other business activities, while in official duty status. I will make arrangements for any necessary dependent care and other personal responsibilities so as to ensure that I can work without interruption.
21. I agree that I will complete the training required for participation in this program.
22. I understand that by participating in this program, I will relinquish an assigned working space in a state office building within 60 days of beginning this program. I will remove all personal belongings from my previously assigned space within two weeks of the date I begin teleworking after the conclusion of the 60 day grace period.
23. I understand that when I work in a state office building, I will be working at a station not assigned to me but with the necessary plugins/tools for me to do my work.
24. I understand that I am responsible for the state owned equipment housed in my alternative work site and that that equipment will be inventoried periodically.
25. I understand that my performance will be evaluated by UPM performance plan and by the following performance metrics.

Performance Metric(s):

Performance Metric Baseline:

I have read and understand all the provisions of the agreement and I agree to abide by them. I understand that if I fail to comply with the terms of this agreement, I will be subject to disciplinary action and that my participation in this Remote work agreement may be revoked.

Beginning Date for Remote work : _____

**An employee's injury may or may not be covered under the State Workers Compensation employee coverage.

Agency Specific Protocols for Remote Work Arrangements:

| | |
|---|-------|
| Performance expectations are documented, stored in the performance management system, and measures/reporting methods are clear. | Y / N |
|---|-------|

| | | | |
|--------------------|--|------|--|
| Employee Name | | EIN | |
| Employee Signature | | Date | |

| | | | |
|---------------------|--|------|--|
| Supervisor Approval | | Date | |
| Director Approval | | Date | |



Situational Telework: Employee Acknowledgement and Remote Work Agreement

Employee Name: _____

Job Title: _____

Employee Division: _____

This document acknowledges the formal agreement between the Department of Environmental Quality (DEQ) and the employee, allowing the employee to Remote work from home or another alternative work location. The sole purpose of the agreement is to regulate the Remote work arrangement, and it does not constitute a contract of employment.

The employee may be required to work from the regularly assigned office location on scheduled Remote work days based on operational needs.

The employee understands that if using personally-supplied equipment or software, the department is released from any and all liability associated with business use of those items. The State of Utah or the DEQ is not liable for any damage to personal or real property while the employee is performing official duties at an alternative work location.

The employee acknowledges that the agreement is subject to and requires the employee to comply with all applicable federal, state, and municipal laws as well as state administrative rules, and agency policies including those dealing with time reporting and overtime, and can be modified at the discretion of agency management. The employee must accurately report time and get approval prior to working any overtime.

Commute times from home to work and from work to home are not considered work hours and are not compensable under 5 C.F.R. § 551.422 and 5 C.F.R. § 550.112 (j)(2). An employee may be compensated for commute time if they are officially directed to perform work while commuting. However, an employee cannot be compensated for travel to and from their official duty station as a normal incident of employment.

Time spent traveling outside of regular work hours may only be compensated with prior approval.

As a condition of a Remote work arrangement, management may make arrangements to inspect the Remote work environment for various work related issues, including safe working conditions, maintaining appropriate confidentiality, management reviews, and equipment security. Supervisors retain the authority to disapprove an employee's selection of a particular alternative worksite

arrangement if, in the supervisor’s opinion, the worksite is not business appropriate and/or fails to provide a working environment compliant with this Policy.

The Remote work arrangement is voluntary and is not an employee right. The arrangement may be discontinued at any time for any reason.

1. I agree to follow DEQ’s Telework Policy: **Y / N**
2. My weekly work schedule*:

| [Exempt employee ____Non-exempt employee (30 minute lunch break must be scheduled)] | Alternate Work Schedule (hours) | | | | |
|---|------------------------------------|-----|-----------------|-----|----------------|
| | Office | | Remote Worksite | | |
| Days | Begin | End | Begin | End | Total hours |
| Monday | | | | | |
| Tuesday | | | | | |
| Wednesday | | | | | |
| Thursday | | | | | |
| Friday | | | | | |
| Saturday | | | | | |
| Sunday | | | | | |
| Total Hours | | | | | |

3. My supervisor will maintain an official copy of my work schedule. I agree to make arrangements in writing to my supervisor if I need to deviate from this schedule.
4. I understand my employer/supervisor has the discretion to change my work schedule at any time.
5. I understand my employer/supervisor has the discretion to require me to change my regularly scheduled remote work day and work from another work location.

6. On the days I am scheduled to report to a workplace other than my home office or other approved remote work location, I will not begin performing work until I reach the assigned workplace unless such work is authorized by my supervisor.
7. I will follow Department of Human Resource Management (DHRM) and agency/division policy to request the use of leave and use appropriate leave as outlined in DHRM rule.
8. I acknowledge that I will comply with all Enterprise Information Security Policies outlined by the Department of Technology Services, Utah Administrative Code [R895-7](#) and my agency/division.
9. I acknowledge that I am required to attend any in-office meetings or other activities as requested by my supervisor.
10. I understand that my supervisor or other authorities at the State may monitor my work related activities.
11. I acknowledge that I have the responsibility to maintain safe working conditions at my home or approved alternative work site. I will immediately report to my supervisor and/or my DHRM representative any accident or injury occurring at my alternative work site. **
12. I agree to proactively communicate frequently with my supervisor in the supervisor's preferred method of communication.
13. I will maintain contact with the work unit, as appropriate, to successfully perform assigned duties and responsibilities.
14. I will plan to do any photocopying, paper mailing, or other duties incurring a cost either at my regularly assigned office location or at my alternative work location with my supervisor's approval.
15. I will use approved safeguards to protect state records from unauthorized disclosure, damage, or release of confidential business information and to comply with all requirements set forth by the agency and State laws, rules, policies, and regulations.
16. I will immediately inform my direct manager or supervisor any time there is an actual or suspected system security issue that arises.
17. I will provide a picture of my alternative site workspace and submit to my supervisor, if requested. That picture may be attached to this agreement and uploaded to my UPM.
18. I will notify my supervisor if the address of my alternative work site needs to change and understand the new site will need to be authorized in the same manner as the original site.
19. I agree that I will complete the training required for participation in this program.
20. I understand that I am responsible for the state owned equipment housed in my alternative work site and that that equipment will be inventoried periodically.
21. I understand that my performance will be evaluated by UPM performance plan.

I have read and understand all the provisions of the agreement and I agree to abide by them. I understand that if I fail to comply with the terms of this agreement, I will be subject to disciplinary action and that my participation in this Remote work agreement may be revoked.

Beginning Date for Remote work: _____

*As required by employee's direct supervisor.

**An employee's injury may or may not be covered under the State Workers Compensation employee coverage.

Agency Specific Protocols for Remote Work Arrangements:

| | |
|---|-------|
| Performance expectations are documented, stored in the performance management system, and measures/reporting methods are clear. | Y / N |
|---|-------|

| | | | |
|--------------------|--|------|--|
| Employee Name | | EIN | |
| Employee Signature | | Date | |

| | | | |
|---------------------|--|------|--|
| Supervisor Approval | | Date | |
| Director Approval | | Date | |