



## District of Columbia Government – Office of the Chief Technology Officer

### TELEWORK POLICY

<b>Policy Number:</b> OCTO-01-2016	<b>Effective Date:</b> February 23, 2016
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#### I. PURPOSE

This Policy governs the Office of the Chief Technology Officer (OCTO) Telework Program. It sets forth the terms and conditions under which eligible OCTO staff may perform their job duties by telecommuting, i.e., working at a location outside the OCTO office.

**II. AUTHORITY:** DC Official Code §§ 1-1401 *et seq.* and 1-612.01; District Personnel Manual (DPM) Chapter 12.

#### III. SCOPE

This policy applies to all members of the OCTO workforce.

#### IV. POLICY

##### A. General Principles

1. Teleworking is a privilege, not a right.
2. The agency's mission and business needs supersede a staff member's individual teleworking arrangement. Accordingly, a manager or supervisor may rescind or revise a staff member's teleworking privileges at any time to meet agency business needs, and the agency director may eliminate the OCTO Telework Program at any time to meet agency business needs.
3. All District of Columbia laws, regulations, and policies apply to telework in the same way as to work on-site at the OCTO office location.
4. No term or condition of employment, including, but not limited to, position, grade, salary, or benefits, may change due to a staff member's participation in the OCTO Telework Program.
5. A staff member may not use teleworking as a substitute for child or adult care.

##### B. Eligible Staff

1. In order to be eligible for telecommuting, an OCTO staff member must:
  - a. Be employed as an FTE or engaged as a contract staff member (but not a trainee, intern, volunteer, or other non-FTE, non-contract staff member);
  - b. Have completed a required 90-day pre-telework probation period;
  - c. Be in a pay status;
  - d. If an FTE, have a current performance rating of at least "Satisfactory" or "Valued Performer" ("3" on a scale of 5) and not be subject to disciplinary action or a Performance Improvement Plan;
  - e. If a contract staff member, have a consistent record of satisfactory performance;
  - f. If a contractor, or if an FTE with duties or functions described in DPM 1813.2, complete a financial disclosure form upon beginning work and annually thereafter;
  - g. Annually attend citywide ethics training and execute the citywide Ethics Pledge.
2. In determining whether to approve a staff member for telework, a manager must apply the following additional considerations:
  - a. Staff whose work requires physical presence at an OCTO office location or whose work entails on-site installation or maintenance of equipment supporting public safety, education, or health care entities are not eligible for telecommuting.
  - b. Staff who have full access to all necessary documentation and engineering support tools, who are capable of working independently and productively in a remote setting, who have

minimal need for internal or external interaction, and whose deliverables can be clearly defined and measured are eligible for telecommuting.

#### **C. Schedule and Time**

1. Telework must be based on a pre-arranged schedule stated in the staff member's Telework Agreement (see Section IV.D below).
2. Staff teleworking schedules may vary according to job duties, specific project requirements, requirements for communications with customers and co-workers, and scheduled events.
3. A staff member's manager may approve *ad hoc* teleworking on an occasional basis to meet reasonable unusual needs of the staff member.
4. A staff member's regular hourly schedule applies to work on telework day(s).
5. All District laws, regulations, and policies concerning time, attendance, and performance management apply to telework in the same way as to work on-site at the OCTO office location.
6. A staff member who does not telework on his/her scheduled telework day(s) may not carry the missed telework day(s) to a successive week or receive complimentary time or any other form of credit or compensation for the missed telework day(s).

#### **D. Application and Agreement**

1. A staff member must apply to participate in the OCTO Telework Program. The application must be approved by the staff member's immediate supervising manager.
2. A staff member who has been approved to participate in the OCTO Telework Program must execute a written Telework Agreement with his/her immediate supervising manager before starting to telework.
3. The Telework Agreement must use a form provided by OCTO and must set forth:
  - a. The basic terms and conditions for teleworking under this Policy;
  - b. The staff member's teleworking schedule;
  - c. The staff member's teleworking site or sites;
  - d. The accountabilities of the employee as associated with the relevant program outcomes and the specific OCTO objectives that they support;
  - e. Measurable deliverables to be produced by the staff member during telework (which must be aligned with OCTO's mission and, in the case of an FTE, the teleworker's Performance Plan);
  - f. The requirements for the staff member to communicate with and/or be reachable by the manager and co-workers; and
  - g. Any special terms agreed to by the staff member and his/her manager for that staff member's telework arrangement.
4. Each participating staff member's Telework Agreement must be filed with the OCTO Human Capital Management group (OCTO HCM).
5. Each participating staff member's Telework Agreement must be reviewed and re-approved by his/her manager every six months.

#### **E. Rescission of Telework**

1. A manager may rescind or revise a staff member's teleworking privileges:
  - a. If the staff member fails to meet any term or condition of the Telework Agreement, including, but not limited to, adhering to the staff member's telework schedule, communicating with or being reachable by the supervisor or co-workers, or producing deliverables as required by the Telework Agreement;
  - b. If the staff member's performance rating or evaluation falls below the level required for eligibility to telework (see Section IV.B above); or
  - c. At any time to meet agency business needs.
2. The agency director may eliminate the OCTO Telework Program at any time to meet agency business needs.
3. Upon rescission of a staff member's Telework Agreement, he/she must return immediately to his/her regular tour of duty at the OCTO office location.



#### **F. Reporting and Communication**

1. A staff member must communicate with his/her manager and provide deliverable status updates while teleworking, at a frequency to be set in the Telework Agreement.
2. A staff member must respond to communications from his/her manager, customers, and co-workers while teleworking, within a time interval (e.g., ½ hour) to be set in the Telework Agreement.
3. A staff member must attend all scheduled team or customer meetings by phone or in person, as required by his/her manager.
4. Staff members must forward their desk phones to the phone numbers at their telework site throughout each telework day.
5. Staff members must identify their telework days on their District of Columbia email signatures.
6. Staff members must report time spent teleworking as such in the District's time reporting system.

#### **G. Privacy, Confidentiality, and Security**

1. All District laws, regulations, and policies concerning privacy, confidentiality, and security of systems and data (in both print and electronic format) apply to telework in the same way as to work on-site at the OCTO office location.
2. Staff members must safeguard all confidential work-related information during telework.
3. Staff members may take no action during telework that would compromise the privacy, confidentiality, or security of work-related data and systems.
4. In the case of staff members who use their personal home desktop or laptop for telework:
  - a. No information residing on a DC Government network drive may be saved to a computer's hard drive or to a removable storage device.
  - b. Computer users must store **all** District government-related information on a DC Government network drive and **not** the user's hard drive or a removable storage device.
  - c. Documents created or notes taken on a computer in the course of conducting District government business must be uploaded and saved to a DC Government network drive and then deleted from the user's computer at the end of each work day.
  - d. Emails received or sent from the District's email system may not be stored on the user's computer hard drive or on a removable storage device.

#### **H. Worksite and Equipment**

1. All District laws, regulations, and policies concerning employee use of government resources and equipment apply to telework in the same way as to work on-site at the OCTO office location.
2. Depending on the nature of the teleworking staff member's duties, OCTO will determine what, if any, government equipment to provide the staff member for use during telework.
3. To the extent that the staff member provides his/her own equipment for use during telework:
  - a. The staff member must maintain such equipment and bear all associated costs.
  - b. The staff member-provided equipment must meet the OCTO security standard.
4. To the extent that OCTO provides equipment for the staff member's use during telework:
  - a. OCTO must maintain such equipment and bear associated costs.
  - b. The staff member must safeguard such equipment and be responsible for loss or theft thereof.
5. OCTO must ensure that a teleworking staff member has access to all District systems needed to perform his/her specific duties while teleworking. A teleworking staff member may not duplicate any District software or confidential or proprietary information.
6. A teleworking staff member must maintain a safe working environment for telework. Except as provided in Section IV.I below, OCTO shall bear no responsibility or liability for any loss or damage to persons or property that occurs at the staff member's telework site.
7. OCTO may inspect the teleworking site and equipment to ensure adequacy of equipment, compliance with the OCTO equipment security standard and the requirements of Section IV.G.4, and appropriate site safety conditions. OCTO shall give the teleworking staff member four hours' advance notice of such inspection.
8. A teleworking staff member must bear all costs of using his/her home or other location for telework, other than costs of maintaining any OCTO-provided equipment.
9. The telework site must be within the United States.
10. The telework site may not be in a public Wifi location.

**I. Accidents and Injury**

1. A teleworking staff member must notify his/her supervisor within 24 hours of any accident or injury he/she sustains while performing his/her official duties at the telework site.
2. District of Columbia Workmen's Compensation applies to accidents or injuries an employee sustains while performing official duties at the telework site in the same way as to accidents or injuries an employee sustains while performing official duties on-site at the OCTO office location.

**J. Travel and Transportation**

1. A teleworking staff member must comply with a reasonable request from his/her supervisor, or any other person in his/her OCTO chain of command, to attend an on-site meeting or event.
2. A teleworking staff member must bear all costs of traveling to such on-site events.
3. A teleworking staff member must have access to reliable transportation in case of a request that he/she attend an on-site event.

**K. Telecommuting Coordinator**

The OCTO Human Capital Management group shall be the agency Telework Coordinator, responsible for furnishing administrative support for the OCTO Telework Program, such as: providing forms, policy guidance, training, and reporting services; maintaining forms and records; and helping management and teleworking staff members implement telework arrangements in compliance with this Policy.

**Policy Acceptance:**

Telework Policy  
Effective February 23, 2016

Archana Vemulapalli

**Archana Vemulapalli**  
**Acting Chief Technology Officer**  
**Government of the District of Columbia**

2/29/16

**Date**



**OFFICE OF THE CHIEF TECHNOLOGY OFFICER (OCTO)  
TELEWORK AGREEMENT**

**I. ACKNOWLEDGEMENT**

I, [Employee's name] \_\_\_\_\_, have read and understood all provisions of the OCTO Employee Telework Policy ("Policy") and have discussed the Policy with my manager, [manager's name] \_\_\_\_\_, whose signature appears below.

**II. OCTO TELEWORK POLICY**

The OCTO Telework Policy attached to this agreement is incorporated herein, and all terms and conditions of the policy are terms and conditions of this Agreement.

**II. AGREEMENT**

A. I understand and agree that teleworking is a privilege, not a right, and that my teleworking privileges may be revised or rescinded at any time to meet agency business needs or because of my failure to comply with the Policy and/or this Agreement.

B. I agree to comply with all provisions of the Policy, including but not limited to my obligations--

1. To perform my job duties with the same quality and quantity of performance during telework as during work on-site at the OCTO office;
2. To maintain a safe working environment for telework and telework only from sites in the United States;
3. To safeguard any OCTO-provided resources or equipment and comply with OCTO security standards;
4. To safeguard confidential work-related information;
5. To produce the deliverables identified in the Exhibit to this Agreement;
6. To communicate with my manager every \_\_\_\_ minutes, on average, on each telework day;
7. To be reachable by my manager, customers, and co-workers within \_\_\_\_ minutes on each telework day;
8. To transfer my work phone to the telework site on telework day(s) and identify my telework day(s) on my District of Columbia email signature;
9. To report time spent teleworking as such in the District's time reporting system;
10. To comply with reasonable requests to attend on-site meetings or events on my telework days and to maintain access to reliable transportation in order to do so;
11. To bear full responsibility and liability (other than Workmen's Compensation) for any loss or damage to persons or property that occurs at my telework site; and
12. To refrain from using telework as a substitute for childcare.

**III. SCHEDULE AND DELIVERABLES**

I agree to adhere to the telework schedule and to produce the deliverables identified in the Exhibit.

**IV. SIGNATURES**

**Employee**

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Manager**

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Employee Telework Schedule**

Day(s) of the week: \_\_\_\_\_

Hours: \_\_\_\_\_

**Employee Telework Deliverables**

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