

SUPPLEMENTAL AGREEMENT
Between the University of Hawai'i and the
Hawai'i Government Employees Association for
Bargaining Unit 08
APT TELEWORK

This SUPPLEMENTAL AGREEMENT (Agreement) is entered into this _____ day of _____, 2021, by and between the University of Hawai'i (EMPLOYER or University) and the Hawai'i Government Employees Association (UNION or HGEA) on behalf of employees in bargaining unit 08.

WHEREAS telework provides a viable alternative work option that the University may utilize to improve program effectiveness and employee productivity and morale; reduce traffic congestion; and effectively continue operations in times of emergency and/or other disaster situations;

WHEREAS, for emergency planning, telework provides a viable alternative work option for employees to increase social distances between themselves and others in order to minimize their risk of exposure to infection or illness;

NOW, THEREFORE, the EMPLOYER and UNION mutually agree to the following:

1. The applicable provisions of the attached UH Telework Policy and Guidelines (POLICY AND GUIDELINES) shall be followed by EMPLOYER in implementing telework for employees.
2. A copy of each employee's Telework Request and Agreement shall be provided to the UNION for each employee whose request to participate in Telework has been approved by the EMPLOYER.
3. The following provisions of the bargaining unit 08 collective bargaining agreement (CBA) may be modified as detailed in the POLICY AND GUIDELINES:

Article 4 – Maintenance of Rights and Benefits
Article 13 – Safety and Health
Article 14 – Personal Rights and Representation
Article 19 – Overtime
Article 20 – Night Differential

Article 31 – Vacation Leave

Article 32 – Sick Leave

Article 35 – Travel

4. Article 41 – Standby Pay of the bargaining unit 08 CBA is not applicable to employees during their scheduled work hours while Teleworking under the POLICY AND GUIDELINES.
5. Should other Articles of the bargaining unit 08 CBA be impacted by the POLICY AND GUIDELINES, appropriate provisions shall be negotiated between the parties.
6. The parties agree to meet, discuss, and endeavor to resolve issues and concerns that may arise while this Agreement is in effect.
7. Nothing herein shall be construed to limit, restrict, or deny EMPLOYER's right to approve or deny an employee's request to Telework under the POLICY AND GUIDELINES. The EMPLOYER's decision to approve or deny an employee's request is a management prerogative.

THIS SUPPLEMENTAL AGREEMENT SHALL BE EFFECTIVE from January 3, 2022, to and including June 30, 2023, unless either of the parties terminates this SA by giving the other party thirty (30) days prior written notice.

IN WITNESS WHEREOF, the parties hereto, by their authorized representatives, have executed this Agreement on the day and year first written above. Electronic copies of this Agreement shall have the same effect as the original.

FOR THE EMPLOYER

FOR THE UNION:

Its President

Its Executive Director



Effective Date: January 3, 2022
Prior Dates Amended: None
Responsible Office: Office of the Vice President for Administration
Governing Board of Regents Policy: None
Review Date: November 2024

I. INTRODUCTION

Telework refers to a pre-approved arrangement where an employee voluntarily works from home or another alternate location away from their regularly assigned on-site work location for all or part of the workweek. Each employee's telework schedule and arrangement with their supervisor is at the supervisor's discretion, subject to approval by appropriate authorities, and may vary between employees, offices, divisions and campuses. When implemented and managed within agreed upon guidelines, telework can benefit not only the employee, but also the supervisor, the team and the University of Hawai'i ("University") in general by:

- Maintaining an organizational culture that supports flexibility.
- Reducing our impact on the environment and traffic congestion.
- Promoting continuity of operations during worksite disruptions, including modified and suspended operations.
- Providing a supportive and productive work environment that attracts and retains employees.

Telework is not intended to include work that an employee performs away from a campus or office, if the employee is not expected to perform that work on campus or office under regular conditions. For example, if an employee under regular conditions conducts research at a remote location, performs work at a public school, or in a forested area, etc., that work would not be considered Telework under this Policy. Only work that, under regular conditions, is expected to be performed on a campus or office during set hours, is considered Telework if performed at a remote location.

Telework is not an employee entitlement or a benefit, and does not alter the terms and conditions of employment with the University.

II. POLICY

The University supports and allows the use of telework arrangements where appropriate for the employee and consistent with the University's strategic direction and vision, business operations, and resource limitations.

Approval to telework is granted at the discretion of the University, as more fully set forth below. The determination of whether an employee is eligible and appropriate to participate and is approved for telework, will be made in accordance with this policy.



Campuses and offices may permit teleworking upon request by an employee; however, whether to approve a request is solely a management prerogative.

Subject to the provisions set forth in this policy, campuses and offices are encouraged to approve an employee's request to voluntarily telework where: 1) job functions are suitable to be performed remotely; 2) the employee can be and demonstrates they are as functional and productive as when they are in the workplace and records are kept to document this; and 3) telework is consistent with the University's strategic direction and vision.

If a law, government order or regulation, including but not limited to the Americans with Disabilities Act and the Family Medical Leave Act, or University policy or procedure implementing such law conflicts with this policy, then the law, government order, regulation or implementing policy or procedure shall control over this policy. Further, this policy shall not be interpreted or applied in a manner that violates federal, State, or local law or regulation, or University policy.

III. GENERAL PROVISIONS

A. Participation

1. Participation in the Telework Program is a management prerogative. The best interests of the University shall be the primary factor in reviewing individual requests to telework.
2. All requests (link to request form) shall contain a recommendation regarding approval, and shall be submitted to the approving authority or designee for a final determination, as set forth below:

Campus/Unit	Recommended By	Approving Authority	Designee
System	Director	Vice President	Associate Vice President or VP Designee (should be EM)
Mānoa	Dean/Director	Provost	Vice Provost
Hilo	Dean/Director	Chancellor	Vice Chancellor
West O'ahu	Division Chair/Director	Chancellor	Vice Chancellor
Community Colleges	Chancellor	Vice President	Associate Vice President



3. Whether an employee may telework will be determined by the Approving Authority and/or Designee based on consideration of the following factors: (1) job duties and responsibilities as set forth in position descriptions, (2) employee performance and suitability for telework, (3) the unit's business needs, equipment needs, and scheduling considerations, and (4) the employee's and campus's or office's technological capabilities. All of these factors will then be considered in the context of each campus's strategic direction and vision. It will not be determined based solely on job title, type of appointment, or an employee's desired work schedule.
 4. This policy covers both full-time and part-time employment, and sustained telework as well as intermittent or rotating telework.
 5. This policy is applicable to all University employees to the extent that the employee can effectively perform the job duties of their position while teleworking. This policy acknowledges that not all positions are appropriate for telework.
- B. Examples of factors for supervisors to consider when evaluating a request to telework:
1. Is the employee's work suitable for teleworking? Does their work require their physical presence onsite or the use of onsite equipment or tools?
 2. Is the employee self-motivated, and have they demonstrated the ability to work independently, manage time efficiently, and work productively outside of the office and without close supervision?
 3. Is the employee on probationary status or does the employee require additional support, close supervision or monitoring? Does the employee have a record of unexcused absences and tardiness?
 4. Does the employee have other extenuating circumstances that should be considered?
 5. Does the employee have the technological capabilities to telework, such as a laptop, video conference software, internet capabilities, etc.?
 6. Does the employee have access to work/tasks, such as through secure VPN access to servers, and any other tools, techniques and practices required to support telework?
 7. Does the work require access to confidential information? If so, how will such confidential information be appropriately secured and protected?



8. Is the employee willing to be reachable during Telework hours at home on a private telephone or cell phone?
9. Can the employee forward work phone calls to a home/cell phone or otherwise receive and make calls via the employee's assigned work phone?
10. Can the employee receive notification via email of work telephone messages?
11. Does the employee have space and equipment that are safe and suitable for teleworking, such as a quiet, well-lit and secure location, computer or ergonomic chair, etc.?
12. Does the employee know how to set up online meetings or video conferences?
13. Is there a way to measure employee performance while teleworking and how will the supervisor take responsibility for ensuring performance?
14. Is training required in order for the employee to utilize the required technology?

IV. PROVISIONS APPLICABLE TO ALL INSTANCES OF TELEWORKING

An employee who requests to telework, and all approved telework requests, shall be subject to the following:

A. Expectations When Teleworking

1. The employee must identify one remote work location that is on the same island as the employee's usual on-site work location, in the state of Hawai'i, from which they will telework. Any change to the remote work location or exception requests to work remotely from a different island or outside the state of Hawai'i must be approved by the Approving Authority and/or Designee, after consultation with the Office of General Counsel.
2. The ability to track productivity will be the responsibility of the teleworking employee and the supervisor. A supervisor may require a teleworking employee, through identification of weekly deliverables and/or completion of work logs, time sheets, or other forms of documentation, to



demonstrate productivity. The method of establishing productivity shall be compatible with the employee's position.

3. Employees not exempt from the Fair Labor Standards Act and/or covered by a collective bargaining agreement, and on a fixed schedule must work their regularly scheduled hours at the remote location. Regular overtime procedures shall apply (e.g., prior authorization is normally required before working overtime). Those Teleworking employees must accurately record and promptly notify their supervisor in writing of all time worked over their regularly scheduled hours. Unless authorized, employees should not be working beyond or over their regularly scheduled hours, otherwise the employee may be subject to discipline and termination of the teleworking agreement.
4. If the employee cannot perform duties from the remote location due to illness or other reason, the employee must take appropriate leave. Normal leave practices will continue to apply during telework (e.g., if prior approval is normally required for vacation leave, it shall continue to be required during telework).
5. During an employee's Telework hours, the employee must be available to be reached at the remote work location via telephone and email. The employee is expected to maintain the same response times as if they were at their regular on-site work location.
6. Supervisors must be able to contact the employee at the remote location at any time during the employee's Telework hours. Supervisors are expected to engage in regular contact with employees working at remote locations.
7. Management may at any time and in its sole discretion, and with reasonable notice, require a teleworking employee to report to their campus or office, for example due to operational needs or to attend scheduled in-person meetings as needed. Management will strive to provide as much advance notice as possible of the need to report to campus or the office.
8. The employee is responsible for all costs associated with reporting to their regular on-site work location, including but not limited to transportation and parking expenses.



9. Employees shall not perform personal business during hours agreed upon as Telework hours.
10. Telework is not a substitute for child or other dependent care. Employees shall make or maintain childcare, adult care, or similar personal arrangements to permit concentration on work assignments during agreed upon Telework hours.
11. Employees shall not conduct in-person University business with professional colleagues, customers, or the public at the telework location. In-person meetings with other University staff at the telework location are not permitted unless approved in advance by the employee's supervisor.
12. If the on-site work location is closed due to an emergency or inclement weather, the supervisor will notify the employee of the closure. The teleworking employee may continue to work at the telework location. If there is an emergency at the telework location, such as a power outage, the employee will notify their supervisor as soon as possible. The teleworker may be asked to report to the on-site work location or an alternate worksite, or request an appropriate leave type if they are unable to continue working. If **both** the on-site location and telework location are not available due to an emergency or inclement weather and there is no suitable site at which the employee can work, the employee will not be asked to take personal leave.
13. In case of injury, theft or loss related to telework, the employee must allow agents of the University to investigate and/or inspect the telework location.
14. Teleworking does not alter the employee's terms and conditions of employment, job duties, or work expectations and responsibilities.
15. While teleworking, an employee's official worksite address and worksite telephone number shall remain the same as if the employee were not teleworking. The employee must ensure that he or she may be reached by someone attempting to contact them at the official telephone number and worksite address. This may be accomplished by, for example but not limited to, forwarding telephone calls or notifications of telephone messages, and arranging with their office to have correspondence forwarded via email or other means to the employee's telework location.



16. By participating in the telework program, the employee acknowledges and understands that the University may change the amount and nature of the employee's assigned office space, including to a workstation that may be shared with others. If an employee's telework agreement is terminated, the University will find an appropriate workspace for the employee, which may be different from their originally assigned space.
17. All University policies on information technology, information security, data classification and handling, data governance, internet access, and technology use apply to teleworking as they would at the on-site work location. The teleworking employee must protect the security, confidentiality, and integrity of data, information, paper files, and access to computer systems as set forth in Executive Policy (EP) 2.210 and 2.214-2.217.

Teleworking employees may not print materials that contain Protected Data (which includes but is not limited to Personally Identifiable Information, Personal Health Information, and other non-public information as defined in *EP 2.214 Institutional Data Classification Categories and Information Security Guidelines*) at their remote work location or bring such materials from the workplace to their remote work location, except on an as-needed basis and/or subject to their supervisor's prior approval, as applicable. Any print materials containing Protected Data must be Physically Secured at the remote work location and stored in a locked file cabinet or locked room pursuant to EP 2.214, and shredded and destroyed promptly when the materials are no longer being used.

Teleworking employees must utilize appropriate technology (e.g., headphones) and have an appropriate workspace to protect the confidentiality of phone calls and video conferencing.

B. Teleworking Equipment and Costs

1. The University will not nor shall it be required to provide or pay for any supplemental equipment, furniture, or accessories, such as chairs, cameras, keyboards, locking file cabinets, etc., to enable an employee to telework.
2. The University is not and shall not be responsible for any utility or operating costs, including but not limited to internet service, home



maintenance, electricity, or telephone expenses, resulting from an employee's voluntary telework.

3. The University may, at its discretion, opt to provide the equipment, software, supplies, etc. necessary to telework, as determined by the Approving Authority and/or Designee. The employee and unit shall work together to determine whether the unit will issue an employee the equipment necessary to perform the job, or if an employee already has the required equipment, the unit may agree that the employee will use their own personal equipment. Telework arrangements will not typically result in the duplication of office equipment. The University will also provide the equipment necessary for telework to employees with a disability to whom telework is being offered by the University as a reasonable accommodation. Units must maintain an inventory of University-owned equipment used for telework and ensure it is returned at the end of the teleworking arrangement.
4. The teleworking employee is responsible for the proper use, care, maintenance, and safety/security of such equipment and supplies to guard against theft, damage, or access by others; for example, the employee may be required to use a surge protector with a University-provided computer.
5. An employee who is authorized to use a personal computer or equipment agrees that the University is not and will not be liable for any expenses related to the cost, care, damage, depreciation, or theft of the personal computer or equipment.
6. A teleworking employee agrees that they have no reasonable expectation of privacy while using a personal computer for work purposes and any work information or data stored on such equipment may be accessed by the University and disclosed to other parties as authorized and/or required by law (for example, in response to a subpoena, information request under the UIPA, etc.).
7. If an employee requires office supplies while teleworking, the employee may obtain supplies at their on-site work location during normal business hours upon prior notice to their supervisor.



8. University-supplied equipment and supplies shall be for authorized business use only by the employee, and the employee agrees to protect against unauthorized use.

C. Safety

1. The employee must certify that the remote work location is a safe work environment and free of hazards by completing and executing the attached "Telework Safety Checklist".
2. The employee must maintain a safe work environment at the remote work location; the employee must immediately notify his or her supervisor if conditions change such that the remote work location is no longer safe or appropriate for telework.
3. An employee who is teleworking and is injured while conducting official business during working hours shall notify his or her supervisor immediately and no later than the close of business, unless notification is impossible in which case notification shall be made as soon as possible.
4. The University is not and will not be responsible for injuries to third-parties at the remote work location, or for injuries incurred by the employee that occur during working hours but do not arise out of and in the course of employment. The University also assumes no liability for damages to employee's real or personal property resulting from participation in the telework program.
5. The University will not provide advice on, and the employee shall remain solely responsible for any and all costs relating to homeowner's insurance, compliance with state and federal tax laws, injuries to third parties at the remote work location, or other personal liabilities.

D. Adhering to UH Policies and Procedures

1. All University policies and procedures shall continue to apply to the extent possible (e.g., information technology policies, sexual harassment policies, etc.).
2. An employee continues to be subject to discipline for violating University policies or directives while working at a remote location.

E. Evaluation



1. Supervisors shall evaluate teleworking employees using the Telework Evaluation Form and revisit the employee's work plan at least every 3 months. Supervisors may conduct evaluations and revisit work plans more frequently as needed.
2. If, at any point in time, a supervisor evaluates an employee and concludes that the employee is no longer able to adequately meet performance expectations at the remote work location, the supervisor can revoke the approved telework arrangement and the employee shall be given at least one week's notice to return to the on-site work location.

F. Ending Teleworking Status

1. The University's authorization to telework may be terminated for any reason, including for operational or project-specific reasons, at the discretion of either the supervisor or the employee. Failure by employees to complete deliverables and/or the worklogs, time sheets or other forms of documentation required by Section IV.A.2. above shall result in termination of authorization to telework. Again, if a supervisor authorizes telework, it is the supervisor's and the employee's responsibility to ensure completion of deliverables and proper documentation of the telework. Supervisors are encouraged to review with teleworking employees both deliverables and documentation at least once a month.
2. Supervisors and employees shall provide at least one week's notice prior to termination of telework; provided, however, that employees may be directed to temporarily report to the on-site work location at any time based on operational need.
3. All approved telework agreements shall terminate automatically one year following the telework start date set forth in the agreement. Employees who wish to continue teleworking should discuss with their Supervisor and submit a new request to telework following an evaluation (see Evaluation, section IV.E).
4. When a telework agreement is rescinded or terminated, other than an automatic termination at the end of the one year period described in the preceding paragraph, the approving authority or designee must concur in the rescission or termination.



5. If an employee disputes the termination or rescission of a telework agreement, the employee's sole appeal right is to request a reconsideration by the Approving Authority. For purposes of reconsideration, the final decision must be made by the Approving Authority and not a Designee.



UNIVERSITY OF HAWAI'I

Telework Request and Agreement

Employee Name: _____ Position Title: _____
UH Email: _____ Department/School/College: _____
Immediate Supervisor/Dean or Director: _____
Address (remote work site): _____
Phone Number (remote work site): _____ Requested Telework Start Date: _____
Automatic Telework Termination Date (1 Year): _____

The University of Hawai'i (UH) encourages and allows the use of telework arrangements where appropriate for the employee and consistent with the University's strategic direction and vision, business operations, and resource limitations. Each employee's telework schedule and arrangement with their supervisor is at the supervisor's discretion, subject to approval by appropriate authorities, and may vary between employees, offices, divisions and campuses.

An employee's request to voluntarily telework will be considered based on: (1) job duties and responsibilities as set forth in position descriptions, (2) employee performance and suitability for telework, (3) the unit's business needs, equipment needs, and scheduling considerations, and (4) the employee's and campus's or office's technological capabilities. All of these factors will then be considered in the context of each campus's strategic direction and vision. It will not be determined based solely on job title, type of appointment, or an employee's desired work schedule. Whether to approve a request is solely a management prerogative. The best interests of the University shall be the primary factor in reviewing individual requests to telework. Work hours, job duties, work expectations and responsibilities, and terms and conditions of employment will be unaffected by this agreement.

I understand that if my telework request is approved, the following Conditions apply and I will be expected to:

- Effectively perform my job duties using either existing UH issued computer hardware and software, or existing personal computer equipment, including internet access, that I can provide at no additional cost to UH;
- Utilize a Virtual Private Network (VPN) connection, any other security programs or protocols per UH ITS procedures, and/or appropriate technology (e.g., headphones) if I handle confidential/sensitive information that requires additional security;
- Take precautions to secure all UH equipment, files, and data, to prevent unauthorized exposure, access, destruction or tampering;
- Maintain my home work space in a condition that is safe and suitable for work, in accordance with the Safety Checklist;

- Provide a status of work assignments and be able to demonstrate productivity to my supervisor on a regular basis;
- Be available during my normally scheduled work hours via email, phone and/or video conferencing;
- Report to my campus work site, as needed, if directed by my supervisor;
- Request the Approving Authority/Designee's approval of any change to the location of the remote work site;
- Continue to comply with all UH policies and procedures; and
- Follow the same time keeping, attendance requirements and leave practices (e.g., sick leave and vacation) per applicable laws, rules, regulations, and my respective collective bargaining agreement and/or UH policy; any overtime/overload must be approved by my supervisor prior to being worked.

I understand that the University's authorization to telework may be terminated for any reason, including for operational or project-specific reasons, at the discretion of either the supervisor or the employee. Supervisors and employees shall provide at least one week's notice prior to termination of telework; provided, however, that employees may be directed to temporarily report to the on-site work location at any time based on operational need.

A formalized work plan shall be agreed upon between my supervisor and me within 5 working days of approval of this agreement.

I certify that I have read, understand, and agree to follow all UH policies and procedures, the Telework Conditions above, and any supplemental conditions that may be presented in the above-referenced work plan.

Employee Signature

Date

RECOMMENDED / NOT RECOMMENDED

BY:

Dean/Director/Division Chair/Chancellor Name & Title Date

APPROVED / NOT APPROVED

Approving Authority/Designee Signature

Date

Approving Authority/Designee Name & Title

If applicable, provide reason(s) for disapproval:



UNIVERSITY OF HAWAI'I

Telework – Work Plan

This work plan is intended to accompany the [Telework Request and Agreement](#) Form. It should be completed by the employee and supervisor.

This work plan should set forth:

- The basic functions of the employee's job that can be achieved from home and any constraints or special considerations.
- Specific deliverables and deadlines
- Method and frequency of communication
- Phone number at which the employee can be reached
- Handling of confidential/sensitive information
- Whether employee has the appropriate equipment or tools to telework, including:
 - Personal or institutionally-owned computer with video capability, appropriate software (Campus IT staff may need to be consulted to assist with this)
 - Broadband internet connection
 - A safe and secure space at home to work, including reasonable ergonomics and protection of any confidential information from others in the household or third parties?

Refer to the [Guidelines for Supervisors](#) and [Work Plan Guidelines](#).

[Insert your written plan here. Be concise. Use the space on this page. If an additional page is needed, you may continue your plan on a second page (still using this template). Try to keep your plan to 2 pages or less.]

Employee Signature

Date

Immediate Supervisor's Name: _____

Immediate Supervisors' Recommendation: ☐ Recommend Approval / ☐ Recommend Disapproval

☐ APPROVED / ☐ NOT APPROVED

Dean/Director/Manager/Signature

Date

Dean/Director/Manager Name

Title



UNIVERSITY OF HAWAI'I

Telework Safety Checklist

		YES	NO
WORKSPACE			
1.	Is your workspace in an area that is devoted exclusively to your work needs during your working hours, and free from distraction and noise?		
2.	Are the floors in your workspace clear and free from hazards, including trip hazards such as wires and cords?		
3.	Are carpets well secured to the floor and free of frayed or worn seams?		
4.	Are file drawers designed so that they will not tip over if top heavy?		
5.	Are the walkways in your workspace, and the walkways between your workspace and your eating and break areas, and your restroom, adequately lit and clear of obstructions and trip hazards?		
6.	Are all stairs with four or more steps equipped with handrails?		
7.	Does your workspace have adequate ventilation and lighting?		
8.	Is the workspace routinely cleaned and kept free of trash, food, and clutter?		
FIRE SAFETY			
9.	Is your workspace maintained at a comfortable temperature without the use of a portable heater?		
10.	Is there a working smoke detector in the workspace area?		
11.	Is there a fire extinguisher readily available at the workspace?		
12.	Do you refrain from smoking and using candles in your workspace?		
ELECTRICAL SAFETY			
13.	Are there sufficient, accessible electrical outlets in your workspace that are not overloaded?		

14.	Are computers and other office equipment connected to surge protectors?		
15.	Are all electrical plugs, cords, outlets, and panels are in good condition and with no exposed or damaged wiring?		
16.	Is all electrical equipment turned off when not in use?		
COMPUTER WORKSTATION			
17.	Is your workstation chair (including its legs and rungs) sturdy?		
18.	Does your workstation chair adequately support your back and weight?		
19.	Is your computer monitor screen large enough for adequate visibility?		
20.	Is your desk sturdy with enough surface area to adequately accommodate your computer and other equipment?		
21.	Is your computer screen free from noticeable glare?		
22.	Is your keyboard placed so that you can maintain a neutral wrist posture?		
23.	Do you have an external keyboard?		

I certify that my responses to the foregoing questions are correct, and agree to notify my supervisor in the event that any of the above conditions at my workspace change.

Employee Name (Print)

Employee Signature

Date