

# KANSAS DEPARTMENT OF CORRECTIONS

 <b>INTERNAL MANAGEMENT POLICY AND PROCEDURE</b>	<b>SECTION NUMBER</b>  <b>02-112D</b>	<b>PAGE NUMBER</b>  <b>1 of 6</b>						
	<b>SUBJECT:</b>  <b>HUMAN RESOURCES: Telecommuting</b>							
<b>Approved By:</b>  <b>Secretary of Corrections</b>	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;"><b>Original Date Issued:</b></td> <td style="text-align: right;"><b>05-07-15</b></td> </tr> <tr> <td><b>Replaces Version Issued:</b></td> <td style="text-align: right;"><b>05-07-15</b></td> </tr> <tr> <td><b>CURRENT VERSION EFFECTIVE:</b></td> <td style="text-align: right;"><b>11-22-16</b></td> </tr> </table>		<b>Original Date Issued:</b>	<b>05-07-15</b>	<b>Replaces Version Issued:</b>	<b>05-07-15</b>	<b>CURRENT VERSION EFFECTIVE:</b>	<b>11-22-16</b>
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<b>APPLICABILITY:</b>	_ <b>ADULT Operations Only</b>	_ <b>JUVENILE Operations Only</b>	<b>X</b> <b>DEPARTMENT-WIDE</b>
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## POLICY STATEMENT

Telecommuting is an alternative work site arrangement in which supervisors direct or permit employees to perform their usual job duties away from the work station location in accordance with a telecommuting agreement. This alternative arrangement is intended to promote general work efficiencies, ensure security, and provide the KDOC with the flexibility to address specific needs. To accomplish these goals, guidelines for designating employees to work at alternate work locations for all or part of their work week are established herein. These guidelines and the telecommuting agreement may be modified by the KDOC at any time and for any reason deemed appropriate by the Secretary of Corrections.

## DEFINITIONS

Alternate Work Location: A workstation in or at the employee's residence or other approved remote location and not a KDOC leased or owned facility, and which is assigned pursuant to this policy by way of a telecommuting agreement.

Information Technology (IT) Resources: These include, but are not limited to software, hardware, fax machines, pagers, mobile phones, computer memory, e-mail, Internet, PKI digital certificates, computer printers, voice mail, application development, and maintenance.

Telecommuter: An employee who works away from his/her work station location part of the workweek either at his/her residence or at another approved remote work location.

Telecommuter Work Schedule: The employee's hours of work in the work station location and in alternate work locations.

Telecommuting Agreement: The written agreement signed by the employee that details the terms and conditions of an employee's work away from his/her work station location.

Work Station Location: The KDOC main office location where the KDOC employee would be assigned and/or where the direct supervisor is located.

## PROCEDURES

### **I. Information Technology (IT) Resources – General**

- A. KDOC IT resources shall not be issued to an approved telecommuter until the KDOC Telecommuting Agreement (Attachment A) is signed and forwarded to KDOC Human Resources

for filing. The agreement shall be signed by the telecommuter, his/her supervisor, his/her department manager, the Chief Information Officer or designee and the Secretary.

- B. IT resources, as defined in this policy, data, supplies, and furniture shall be determined by the IT department and provided by the KDOC for use at the alternate work location shall be used only for purposes of conducting official KDOC business.
  - 1. Mobile phones may be used for limited personal use, and may not be used by any non-KDOC employees.
- C. The telecommuter shall be expected to adhere to the KDOC acceptable use policies as contained in 05-129D and all other KDOC policies.
- D. KDOC Information Technology (IT) is responsible for determining the necessary computing infrastructure to be installed for an approved telecommuter.
- E. Employees shall not install on KDOC IT resources, attach to KDOC IT resources, nor use any hardware on KDOC IT resources, whether wired or wireless, which KDOC has not supplied or expressly approved.
- F. Employees are responsible for protecting KDOC IT resources from theft, damage, and unauthorized use.
- G. The telecommuter is responsible for transporting and installing all KDOC IT resources unless he/she requires assistance from IT support.
- H. KDOC IT staff must inventory and maintain a record of KDOC IT resources and other property located in the alternate work location.
- I. The telecommuter may be asked to periodically bring in IT equipment and software for routine maintenance, servicing and repair in accordance with established maintenance/service schedules or as needed if in need of repair. IT shall notify the telecommuter of relevant maintenance/service schedules.
- J. The telecommuter shall return KDOC IT resources, supplies, documents, and other information or property as reported on the Issuance/Return of State Property form (Attachment C) to the work station location upon termination of telecommuting or employment.

## **II. Information Technology Resources – Maintenance & Support**

- A. The telecommuter shall be responsible for promptly notifying his/her supervisor and IT Customer Service of any equipment malfunction or failure that prevents the telecommuter from performing assigned tasks. The telecommuter may be assigned to perform different tasks or to report to another work location depending on current work assignments.
- B. KDOC IT staff is responsible for testing, maintenance, and repair of the equipment and upgrades of software when telecommuters use KDOC IT resources, unless permission is granted to other KDOC employees.
- C. KDOC IT staff shall provide technical support for telecommuters utilizing KDOC IT resources.
- D. KDOC IT staff shall not support employee-owned IT resources.
- E. Authorized KDOC staff shall have access during any hours when the telecommuter is on duty, as defined by the Telecommuting Agreement for the purpose of effecting any necessary repair and/or maintenance of KDOC IT resources.

### **III. Data**

- A. The telecommuter shall provide security for the data and information that is transported to and from their alternate work location including removing disks and documents that contain sensitive data from desk areas and placing them in secure storage.
- B. The telecommuter is responsible for protecting the privacy and confidentiality of data at the alternate work location and must take the necessary precautions to ensure that authorized KDOC employees are the only individuals with access to that data.
- C. All data classified as State or Federal confidential data shall be encrypted both during transmission and when at rest on storage devices by using KDOC supplied encryption software.

### **IV. General Employment**

- A. Nothing herein or in any telecommuting agreement shall alter or change the employment relationship between the employee and KDOC including, but not limited to the employee's duty to comply with all federal and state employment laws, KDOC standards of conduct, and all KDOC policies, procedures and applicable regulations.
- B. All state employment benefits such as salary, leave time, and state sponsored insurance shall not be affected by the telecommuting agreement.
- C. Telecommuting does not change an employee's exempt or non-exempt status as determined under the Fair Labor Standards Act (FLSA). Supervisory approval must be obtained before taking leave, rearranging work time or in the case of non-exempt employees, before performing work that would result in overtime hours.
- D. If during the course of the telecommuter's employment with KDOC he/she should be relieved from duty with or without pay, or be suspended from his/her employment with KDOC, the telecommuter shall not perform any KDOC work or duties at the alternate work location during such period of relief from duty or suspension, and that period of time shall not be considered as hours worked for pay or benefits purposes.
- E. Temporary telecommuting as the result of a medical occurrence that requires a convalescence period may be considered and approved. The Telecommuting Agreement will go into effect after the employee has provided the employer a copy of a doctor's release to return to work. All restrictions must be adhered to and should be noted in the agreement under the section entitled: Special terms and conditions. Both the Telecommuting Agreement and release to return to work should be reviewed by a HR Manager to determine if additional issues need to be addressed as related to medical leave prior to the effective date of the agreement. A copy of the Telecommuting Agreement shall be maintained in the medical file if related to a medical occurrence.

### **V. Workers' Compensation**

- A. An employee is covered by the State of Kansas Workers' Compensation laws while in telecommuting status, if such laws are otherwise applicable.
- B. Approval of the telecommuting agreement may be subject to the alternate work location being inspected for safety hazards by either authorized KDOC staff or a KDOC designated representative. Such an inspection shall be limited to only that portion of the residence designated as the alternate work location. By entering into a telecommuting agreement, the telecommuter consents to such an inspection and agrees to either correct any hazards identified during the inspection at the telecommuter's expense or to discontinue the telecommuter agreement. The Secretary may waive such an inspection at his/her discretion.

- C. Any injury to the telecommuter that occurs within the course and scope of his/her employment must be immediately reported to the telecommuter's supervisor, using the agency's standard injury reporting process.
- D. For purposes of workers' compensation coverage, the employee's designated alternate work location is considered an extension of KDOC work space only during scheduled telecommuting working hours and only within that portion of the location designated a work space extension.
  - 1. Should a telecommuter's assigned duties require him/her to leave the portion of the location designated a work place extension in order to perform work related tasks within the community, workers' compensation coverage shall attach.

#### **VI. Work Schedule/Performance**

- A. The work schedule including normal work day hours and core hours shall be determined by the telecommuter's supervisor and the telecommuter, according to agency policy as outlined in the telecommuter's work schedule included in the telecommuting agreement. The supervisor and the telecommuter shall determine the number of days per work week/work period that the employee will telecommute.
- B. Core hours are those hours during which the telecommuter shall be available to communicate with the supervisor, co-workers, or the public by telephone, e-mail, fax, etc.
- C. Unless other arrangements are made, the telecommuter shall be expected to attend all assigned and requested office meetings. The telecommuter shall not conduct any work related meetings at the alternate work location, unless approved by the direct supervisor.
- D. The telecommuter who is scheduled to be working at his/her home on a day that is declared to be a weather emergency at the work station location is expected to work at home as scheduled unless power outages or other unique weather related circumstances preclude such work.
- E. The telecommuter shall provide regular reports as required by the supervisor to help judge work performance. A decline in work performance, as determined by the supervisor, may result in termination of the telecommuting agreement.
- F. The telecommuter is to perform only official duties and not conduct personal business while on work status at the alternate work location. Personal business includes but is not limited to caring for dependents or making home repairs.

#### **VII. Location and Travel**

- A. The telecommuter will adhere to all travel policies in IMPP 04-118D.
- B. The telecommuter may work from his/her alternate work location that has been approved by his/her direct supervisor.
- C. Travel to and from the work station location for official KDOC business shall be considered compensable hours.

#### **VIII. Liability**

- A. The telecommuter's designated alternate work location is considered an extension of KDOC during the agreed upon working hours.
- B. The designated alternate work location must accommodate any equipment to be used in work performed, and the telecommuter must protect the work space from hazards and dangers (such as faulty or ungrounded electrical outlets) that could adversely affect either themselves or the equipment. A KDOC representative may make visits to the alternate work location, with advanced notice, to ensure that the equipment and work area are safe and free from hazards.

- C. KDOC is responsible for insuring KDOC equipment. The telecommuter bears the same responsibility for taking appropriate steps to minimize damage to KDOC property at the alternate work location as he/she would at the work station location.
- D. The telecommuter shall not place or cause to be placed any signage or otherwise hold the alternate work location out to the public as an office of the KDOC nor shall the alternate work location be open to the public except as may be allowed under the terms and conditions specifically set forth in the telecommuting agreement.

**IX. Telecommuter Workspace Responsibility**

- A. The telecommuter shall be responsible for establishing and maintaining adequate work space at their alternate work location.
- B. The telecommuter shall designate an alternate work location, subject to the approval of the supervisor and authorized KDOC staff.
- C. The telecommuter shall be responsible for obtaining written approval from any owner or landlord for the installation of any improvements, remodeling or electrical modifications at the alternate work location.
- D. The telecommuter shall be responsible for absorbing all costs related to permanent improvements, such as remodeling or electrical modifications, as may be required at the alternate work location.
- E. The agency shall not be responsible for operating costs, home maintenance, or any other incidental costs (e.g., utilities, insurance, taxes) whatsoever as may be associated with use of the telecommuter's residence or the Department's computer equipment. The agency shall reimburse the telecommuter for expenses previously authorized by telecommuter's supervisor and incurred while conducting business for the agency.

**X. Supplies and Expenses**

- A. The supervisor and the telecommuter shall determine necessary work related supplies to be supplied by KDOC and the best method for their distribution. Out-of-pocket expenses for supplies regularly available at KDOC Central Supply shall not be reimbursed unless previously approved by KDOC.

**XI. General Actions**

- A. Each telecommuter is required to read, complete, and sign a telecommuting agreement.
- B. Human Resources shall ensure that each telecommuter receives a copy of this policy and the completed and signed telecommuting agreement. Human Resources will distribute the agreement as follows:
  - 1. A copy of the agreement will be maintained in the employee's personnel file.
  - 2. A copy of the agreement will be electronically scanned and sent to the Chief Information Officer or designee.
- C. Any questions regarding this policy should be directed to the telecommuter's supervisor, KDOC Human Resources or Information Technology as appropriate.
- D. Any employee found to have violated this policy may be subject to disciplinary action up to and including termination.

**XII. This IMPP shall serve as final policy and no General Orders shall be allowed on this subject.**

**NOTE:** The policy and procedures set forth herein are intended to establish directives and guidelines for staff and offenders and those entities that are contractually bound to adhere to them. They are not intended to establish State created liberty interests for employees or offenders, or an independent duty owed by the Department of Corrections to employees, offenders, or third parties. Similarly, those references to the standards of various accrediting entities as may be contained within this document are included solely to manifest the commonality of purpose and direction as shared by the content of the document and the content of the referenced standards. Any such references within this document neither imply accredited status by a Departmental facility or organizational unit, nor indicate compliance with the standards so cited. The policy and procedures contained within this document are intended to be compliant with all applicable statutes and/or regulatory requirements of the Federal Government and the state of Kansas. This policy and procedure is not intended to establish or create new constitutional rights or to enlarge or expand upon existing constitutional rights or duties.

### **REPORTS REQUIRED**

None.

### **REFERENCES**

IMPPs 04-118D, 05-129D

### **ATTACHMENTS**

<b>Attachment</b>	<b>Title of Attachment</b>	<b>Page Total</b>
A	KDOC Telecommuting Agreement	3 pages
B	KDOC Telecommuting Work Schedule	1 page
C	Issuance/Return of State Property form	1 page

## Kansas Department of Corrections (KDOC) TELECOMMUTING AGREEMENT

**(EMPLOYEE)**

As an employee of KDOC I, (please print) \_\_\_\_\_, am required to establish an alternate work location in my residence or other approved remote location in order to telecommute. I understand and agree that telecommuting does not alter the basic terms or conditions of my employment, simply the location of my work location. I agree that in addition to the extra conditions established by this Agreement, I am still subject to all policies and procedures of KDOC. I understand that, among other things, I am responsible for establishing and complying with specific telecommuting work hours, furnishing and maintaining my alternate work location in a safe manner, employing appropriate telecommuting security measures, and protecting KDOC assets, information, and systems. I also understand and agree that KDOC may at any time, change any or all conditions under which I am permitted to telecommute, or withdraw permission to telecommute at any time.

***I further agree and certify by signing this Telecommuting Agreement that I have read and understand the KDOC Telecommuting Policy, and agree to abide by the terms and conditions therein. A copy of this policy is attached to this agreement, and the terms and conditions contained therein are made a part of this Telecommuting Agreement by reference.***

1. I agree that my alternate work location shall be located at:

\_\_\_\_\_  
\_\_\_\_\_

2. My regular telecommuting work hours are identified in the attached Employee Telecommuter Work Schedule. I understand that KDOC's policies relating to attendance, the Fair Labor Standards Act and overtime, and leave usage still apply to me even though I am working at my alternate work location, and agree to comply with such policies.

3. I agree to follow all statutory requirements, regulations, and Department policies and procedures.

4. I understand that my telecommuting activities and functions are those listed in my KDOC position description and/or those listed below:

\_\_\_\_\_  
\_\_\_\_\_

5. I will meet all applicable deadlines established by KDOC for my services and will report to my immediate supervisor(s) as directed.

6. I understand that the following materials and equipment shall be provided by KDOC for use at my alternate work location:

\_\_\_\_\_  
\_\_\_\_\_

7. I agree to notify my immediate supervisor(s) and IT Customer Service immediately of any technical, mechanical breakage, or other issues related to the materials and equipment provided. KDOC is responsible for the maintenance and repair of any equipment listed above.

8. I agree to only access KDOC's information systems via KDOC approved and provided (VPN) connection, and that I will not download, store, or copy any KDOC information in a non-KDOC owned computer or other medium.

9. I agree that I will not install on KDOC systems, attach to KDOC systems, nor use any hardware on KDOC systems, whether wired or wireless, that is not supplied or paid for by the KDOC.

10. I agree that I will not install any software not supplied or paid for by the KDOC.

11. I agree that due to privacy and security concerns I shall be the only person using or having access to the KDOC provided information technology resources at my alternate work location.
12. I agree that the KDOC information technology resources and mobile phone are for business use and/or limited personal use related to emergency situations pursuant to the applicable KDOC acceptable use policies.
13. I agree to exchange data only while connected via provided VPN connection through KDOC approved applications and email.
14. I agree to provide security for data, information and equipment and to protect the privacy and confidentiality of data and information. I will obtain KDOC's prior written approval before I disclose information to any third-party for any purpose.
15. I agree to immediately notify KDOC of the following:
  - a. Any improper, unauthorized access or disclosure of KDOC information.
  - b. Any misuse or systems compromise of KDOC-provided IT resources.
16. Upon or prior to separation/termination of my employment or my telecommuting arrangement, I will return all information, materials and IT resources to KDOC Information Technology Department or Human Resources.
17. I understand and agree that if during the course of my employment with KDOC, I should be relieved from duty with or without pay, or I should be suspended from my employment, I shall not perform any KDOC work or duties at my alternate work location during such period of relief from duty or suspension, and that such period of time shall not be considered as hours worked for pay purposes.
18. I understand that violation of this telecommuting agreement may result in disciplinary action up to and including termination.
19. Except as required in the performance of my duties, I agree to maintain the integrity of and to not alter any data provided by KDOC.
20. I agree to sign and abide by the terms of a confidentiality and non-disclosure agreement and to follow all policies and procedures related to the privacy and confidentiality of information.
21. I have been provided a copy of IMPP 02-112D, and have read and understand the same. I hereby agree to abide by the terms and conditions contained therein.
22. I understand that if telecommuting is the result of a temporary and/or long term medical condition or occurrence, a doctors release to return to work is required prior to the effective date of this agreement. The doctors release should be submitted to the manager or supervisor and maintained in the employee's medical file in Human Resources.
23. Original copy of the Telecommuting Agreement will be submitted to Human Resources for processing and maintained in the employee's personnel file. A copy of a Telecommuting Agreement made in conjunction with medical leave will be maintained in the employee's medical file along with the doctor's release to return to work.
24. Special terms and conditions: (Add additional pages if necessary.)

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\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Supervisor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Department Manager

\_\_\_\_\_  
Date

Approved By:

\_\_\_\_\_  
Secretary of Corrections

\_\_\_\_\_  
Date

Distribution: Original to Human Resources/Personnel File/Medical File (as applicable)  
Copy to Employee, Supervisor, and IT Director

**Kansas Department of Corrections (KDOC)  
EMPLOYEE (TELECOMMUTER) WORK SCHEDULE**

The following work schedule and alternate work location are agreed upon in support of the KDOC Telecommuting Agreement:

**Employee Name** \_\_\_\_\_

**KDOC Division** \_\_\_\_\_

**KDOC Work Station Location**

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

**Alternate Work Location**

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

**Work Hours**

**Day Hours Location (A-Alternate, M-Main)**

Monday \_\_\_\_\_

Tuesday \_\_\_\_\_

Wednesday \_\_\_\_\_

Thursday \_\_\_\_\_

Friday \_\_\_\_\_

Saturday \_\_\_\_\_

Sunday \_\_\_\_\_

Daily Lunch Period \_\_\_\_\_

**COMMENTS:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Employee Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Supervisor Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Distribution: Original to Human Resources, Copy to Employee and Supervisor

