

Standard Operating Procedure (SOP)

TEXAS MILITARY DEPARTMENT (TMD) SITUATIONAL TELEWORK

Number 1000.04

Texas Military Department (TMD)
2200 W. 35th St
Austin, TX 78703

OPR: Manpower and Personnel (J1)
Official: ANITA L. CANNADAY
CW5, AG, TMD
J1-Issuance

Summary. Supports TMD Continuity of Operations Telework directive published 16 March 2020. Rescinds all previous TMD SOPs, and assigns responsibility and prescribes procedures for mass implementation of situational telework.

Applicability. This SOP applies to all full-time support (FTS) TMD state and federal military and civilian employees.

Management Control Process. N/A.

Proponent and Exception Authority. The J1/Director of Manpower and Personnel in coordination with the State Human Resource Officer.

Supplementation. Supplementation of this SOP or establishment of command and local forms on telework is prohibited without prior approval from the Adjutant General (TAG), ATTN: NGTX-JHR, P.O. Box 5218, Austin, TX 78763-5218.

Suggested Improvements. Users are invited to send comments and suggested improvements concerning this SOP directly to the Adjutant General (TAG), ATTN: NGTX-JHR, P.O. Box 5218, Austin, TX 78763-5218.

Distribution. A

Table of Contents

CHAPTER 1. GENERAL

A. Purpose	
B. References	
C. Definitions	
D. Acronyms	
E. Applicability	
F. General	
G. Responsibilities	

CHAPTER 2. PERSONNEL POLICIES AND PROCEDURES

A. Official Worksite	
B. Hours of Duty	
C. Pay and Leave	
D. Overtime and Compensatory Time	
E. Certification and Control of Time and Attendance	
F. Emergency Dismissal or Closing	

CHAPTER 3. TELEWORK INFORMATION SECURITY AND EQUIPMENT

A. Telework Information Security Policy	
B. Telework Equipment Policy	

CHAPTER 4. ALTERNATIVE WORKSITE

A. Home-Based	
B. Texas Military Department Facilities	

APPENDICES

A. References	
B. Definitions	
C. Acronyms	
D. DD Form 2946 Department of Defense Telework Agreement	
E. TMD Form 1402.02-1 State Employee Telework Application	

CHAPTER 1 GENERAL

A. Purpose. This SOP assigns responsibilities and prescribes procedures for the Texas Military Department (TMD) Telework Program in accordance with (IAW) TMD Directive 1000.04 COOP Telework published 16 March 2020.

B. References. See Appendix A.

C. Definitions. See Appendix B.

D. Acronyms. See Appendix C.

E. Applicability. This SOP applies to TMD full-time employees, hereafter referred to collectively as TMD. This SOP does not apply to the traditional or part-time Air or Army National Guard service members or contractors.

F. General.

1. Definition. Telework is a workplace flexibility under which an employee performs assigned duties and responsibilities from an approved worksite other than the traditional worksite which the employee is regularly assigned to work.

2. Continuity of Operations (COOP) Telework. COOP telework is approved on a case by-case basis, where the hours worked are not part of a previously approved, ongoing, and/or regular telework schedule, and there is a need for TMD employees to work remotely during an emergency.

3. COOP Telework Eligible Positions. Identification of eligible COOP telework positions are based on review of the characteristics of the positions required for the current emergency or mission set. Positions will not be excluded as eligible for telework on the basis of pay band or supervisory status.

4. Emergency Procedures. Commanders/Supervisors may initiate a modification of an employees scheduled worksite with no notice during an emergency or event which causes a disruption in workplace operations. It is understood that this action may be undertaken by management, independent of scheduled events or bargaining agreements, for valid mission reasons.

5. Employee Recall. Employees working at an alternate worksite may be required to report to their traditional worksite by their supervisor under special circumstances to attend meetings, training, or other events that cannot be satisfied by other alternative methods which are temporary in nature. If possible, 24 hour notice will be provided to the employee, along with the reason for recall and expected duration, if known. For occurrences where a 24 hour notice is not feasible, the employee must return to the traditional worksite within their normal

IMPLEMENTING DRAFT EFFECTIVE 16 MARCH 2020

commute time, absent extenuating circumstances, but no more than two hours after being contacted to report.

6. Accountability. Accountability for telework is a shared responsibility between supervisors and employees. Time spent in a teleworking status will be accounted for in the same manner as if the teleworker reported for duty at their traditional worksite.

7. Teleworkers continue to be bound by TMD standards of conduct and are responsible for carrying out TMD missions while working at an alternative worksite.

8. TMD assumes no responsibility for any operating costs, maintenance, or any other cost whatsoever associated with a teleworker using his/her personal equipment while performing official duties or using his/her personal residence as an alternative worksite.

9. The government is not liable for damages to the teleworker's personal or real property when working at an approved alternative worksite.

10. By participating in the telework program, a teleworker does not relinquish entitlement to reimbursement for authorized expenses incurred while conducting business for the government, as provided for by statute and implementing regulations.

11. Where it is determined that government equipment will be provided to a teleworker, excess property will be the first source of supply before consideration of the purchase of new equipment. Government furnished equipment will be issued and accounted for properly.

G. Responsibilities

a. J1/Director of Manpower and Personnel. The J1/Director of Manpower and Personnel is responsible for:

- 1) Designating a TMD Telework Coordinator for full-time employees.
- 2) Establishing coordinated federal and state policy with procedural guidance.

b. Commanders/Directors/Supervisors. Commanders/Directors/Supervisors are responsible for:

- 1) Ensuring compliance within their respective organizations concerning telework agreements.
- 2) Maintaining accountability of assigned employees including duty status (timecards/leave logs), and associated records are kept to accurately report telework activities to the TMD Telework Coordinator.

IMPLEMENTING DRAFT EFFECTIVE 16 MARCH 2020

3) Authorizing the use of Government-owned equipment to support telework and ensure proper documentation is maintained.

4) Ensuring all full-time military and civilian employees designated to telework have a signed agreement in their local personnel file.

5) Maintain workforce capabilities to mitigate the impact on normal operations, when preparing to support TMD state and federal response operations.

6) Contacting State HRO for assistance with Telework Requests for State Employees.

c. Employees. Employees are responsible for following the procedures of the telework program and keeping their supervisor informed in order to accurately account for changes to present for duty, leave and non-chargeable leave status.

CHAPTER 2 PERSONNEL POLICIES AND PROCEDURES

A. Official Worksite. Entitlements to locality-based comparability payment, special salary rates, travel allowances, and relocation expenses is based on the employee's official worksite associated with the employee's position of record.

B. Hours of Duty. The existing rules on hours of duty based on employee apply to teleworkers. A teleworker may work an alternative work schedule with prior supervisory approval. Approval of COOP telework for federal (military and civilian FTS employee) is documented on a DD Form 2946, Department of Defense Telework Agreement (Appendix D) or for state employees (including TXSG) on a TMD State Employee Telework Application (Appendix E). The teleworker is required to be available to traditional worksite personnel, customers, and his/her supervisor during the established telework schedule, unless he/she is in an approved chargeable or non-chargeable leave status.

C. Pay and Leave. Existing rules on pay and leave administration apply to federal and state employees who are teleworking.

D. Overtime and Compensatory Time. The existing rules on overtime and compensatory time apply to teleworkers. Supervisors should ensure that teleworkers work overtime only when ordered and advanced approval is given. Supervisors should also ensure that teleworkers work compensatory time only with advance approval. Telework privileges should be cancelled for those teleworkers who continue to work unapproved overtime and/or compensatory time.

E. Certification and Control of Time and Attendance

1. Supervisors will report time and attendance to ensure that teleworkers are paid only for work performed and that absences from scheduled tours of duty are

IMPLEMENTING DRAFT EFFECTIVE 16 MARCH 2020

accounted for. Supervisors may make occasional telephone calls or visits during the teleworker's scheduled work time at an alternative worksite to determine the reasonableness of the work output for the time spent at an alternative worksite or to verify a teleworker's time spent working at an alternative worksite.

2. The civilian employees who telework will follow standard TMD practice and procedures, will record time and attendance daily. The time in a duty status at the alternative worksite during the teleworker's scheduled duty hours will be recorded on his/her time and attendance as follows: "TS" ("Situational" telework). State employees and time keepers should contact the Office of State Administration Human Resources Office in regards to proper time and attendance codes.

- a. For Automated Time and Attendance Production System (ATAAPS):
 - i. Insert a new row
 - ii. Job Order – "STANDARD" / Type Hour "RG"
 - iii. Add telework hours and days
 - iv. Select NtDiff/Haz/Other
 - v. Choose TS for situational
 - vi. SAVE
- b. For Centralized Accounting and Payroll/Personnel System (CAPPS): Contact the Office of State Administration Human Resource Office.
- c. Army and Air Military Personnel will complete a DD Form 2946 and provide it to their immediate supervisor for record keeping purposes. In Section 3, annotate military rank and grade. In Section 11, check "Situational" and follow the guidance in Section 12, along with completing the safety checklist.
- d. The normal time and attendance codes (e.g., annual leave, compensatory time, overtime) will be recorded on the teleworker's time and attendance when:
- e. Teleworker does not perform work at his/her alternative worksite during his/her tour of duty hours.
- f. Teleworker performs work at his/her alternative worksite during other than his/her tour of duty hours (with the required advance approval).

E. Medical Coverage Guidance. In general, employee's teleworking are covered by Federal and State Worker's Compensation rules and may qualify for payment for on-the-job injury or occupational illness. Teleworkers must report work related injuries to their supervisors as soon as practicable. For Air and Army Service Members: When covered by a DoD telework agreement and properly authorized to telework, Line of Duty procedures assume the employee is covered, unless an investigation results in a find of "Not in the Line of Duty."

IMPLEMENTING DRAFT EFFECTIVE 16 MARCH 2020

F. Emergency Dismissal or Closing

1. TMD mission essential (ME) employees who are not in an approved leave status on the day of an emergency agency closure are required to continue working from their alternative worksite until the end of the regularly scheduled work day unless otherwise stated.

2. If a situation arises at the teleworker's alternative worksite that results in the teleworker being unable to continue working (e.g., power failure, teleworker facing a personal hardship, duties are such that he/she cannot continue to work without contact with traditional worksite), the supervisor should determine action on a case-by-case basis. Depending on the particular circumstances, supervisors may offer the teleworker the option to take leave or require the teleworker to report for work at the traditional or another alternate worksite.

CHAPTER 3

TELEWORK INFORMATION SECURITY AND EQUIPMENT

A. Telework Information Security Policy. Teleworker's are responsible for the security of all official information, protection of any government furnished equipment and property, and carrying out TMD missions at the alternative worksite.

1. No classified documents (hard copy or electronic) may be taken by teleworkers to alternative worksites.

2. No personally identifiable information or contractor proprietary information may be taken by teleworkers to alternative worksites without the prior written consent of the contractor.

3. All files, records, papers, or machine readable materials created while teleworking are the property of TMD. As such, they will be given to TMD upon request or when the telework arrangement terminates.

4. Records subject to the privacy act may not be disclosed to anyone except those authorized access as a requirement of their official responsibilities. Appropriate physical, administrative, and technical safeguards will be used to protect the security and confidentiality of such records.

5. Only copies, not originals, of privacy act documents may be permitted to be taken out of the traditional worksite and then only on a temporary basis and not permanently stored outside of the traditional worksite.

6. Any teleworker who will be working with privacy act materials will be briefed on the proper handling of privacy act material.

7. Personally identifiable information will be encrypted if transmitted via e-mail.

IMPLEMENTING DRAFT EFFECTIVE 16 MARCH 2020

8. All unclassified sensitive information, including "Privacy Act" and "For Official Use Only (FOUO)" data, and non-sensitive unclassified data will be transported from the traditional worksite to the alternative worksite in a secure container (e.g., briefcase with lock).

9. All unclassified sensitive information will be properly marked and protected from unauthorized viewing. At a minimum, such materials will be placed in a storage location (e.g. a secure file cabinet) during the teleworker's non-work hours.

B. Telework Equipment Policy. These considerations will be read in conjunction with the TMD policy on security for telework as noted in this SOP.

1. Government furnished computer equipment and software with appropriate security measures are required for any telework arrangement of one day per biweekly pay period or more that involves sensitive unclassified data, including privacy act or FOUO data.

2. Government property that is furnished to teleworkers will be issued and properly accounted for.

3. Teleworkers are approved to use their personal computers and equipment for work on non-sensitive, unclassified data consistent with DoD policy. Personally owned computers may not access DoD systems or networks remotely and neither will DoD remote access software be installed in personally owned computers. The teleworker is responsible for the installation, repair, and maintenance of all personal equipment.

4. Government furnished equipment will be used for official use only. Family members and friends of teleworkers are not authorized to use any government furnished equipment. If government furnished equipment is unsecured and consequently damaged by non-employees (e.g., dependents of the teleworker), teleworkers may be held liable for the repair or replacement of the equipment, software, etc., to the same extent they are held liable when government furnished equipment is damaged due to their negligence.

5. The teleworker will return all Government furnished equipment and materials to the traditional worksite at the conclusion of the teleworking arrangement or at the request of a Commander or Supervisor.

CHAPTER 4 ALTERNATIVE WORKSITE

A. Home-Based

1. Home-based (work-at-home) telework is an approved arrangement whereby an employee performs his/her official duties in a specified work or office area of his/her home that is suitable for the performance of official government business.
2. In general, an appropriate office or work area for home-based telework should:
 - a. Consist of a specific room, or part of one.
 - b. Be accessible by telephone during scheduled hours of work, unless the teleworker is in an approved chargeable or non chargeable leave status.
 - c. Provide reasonable security for any government furnished property, documents, supplies, or other resources.
 - d. Comply with applicable local building codes.
 - e. Provide a hazard-free, safe work environment.
3. The government is not liable for damages to the employee's personal or real property while the employee is working at home.

B. TMD Facilities as an Alternate Worksite

1. TMD has facilities spread across the state of Texas. Employees may be required to telework from the facility which is closer to their home of record than the traditional worksite.
2. Advantages of working at a TMD facility are:
 - a. On-site technical support and full resources.
 - b. The supervisor may prefer the structure of a TMD facility for his/her employees.
 - c. Some employees' homes are not conducive to home-based telework.
 - d. Provides a professional environment.
 - e. Maintains a clear delineation between home and work life.

**APPENDIX A
REFERENCES**

- a. Section 359 of Public Law 106-346, *Department of Transportation and Related Agencies Appropriations Act 2001*, October 23, 2000
- b. DoD Instruction 1035.01, *Telework Policy*, April 4, 2012
- c. DoD Telework Policy and Guide, October 22, 2001
- d. National Guard Bureau Memorandum, *National Guard Bureau (NGB) Telework Policy*, October 5, 2011
- e. Title 28 United States Code, *Judiciary and Judicial Procedure*, January 8, 2008
- f. Title 5 CFR, *Administrative Personnel*, Part 531, January 1, 2009
- g. Office of Personnel Management, *The Guide to Processing Personnel Actions*, Update 71, January 2016
- h. 5 USC, Chapter 65, Telework
- i. 5 CFR, Section 550.112
- j. 29 USC Section 791
- k. 5 USC Section 6502
- l. Privacy Act of 1974, Section 501
- m. Texas Military Department Continuity of Operations Plan (COOP)
- n. Federal Property Management Regulation, Section 101-43.001-6
- o. Telework Enhancement Act of 2010, Public Law 111-292, Section 2 (2010)

**APPENDIX B
DEFINITIONS**

1. **Alternative Worksite.** A place away from the traditional worksite that has been approved for the performance of officially assigned duties. It may be an employee's home, a telework center, or other approved worksite including a facility established by state, local, or county governments or private sector organizations for use by teleworkers.
2. **Continuity of Operations (COOP) Plan.** A plan which permits the continuation of TMD mission-essential functions in the event of natural disasters and/or declared emergencies. It enables TMD to draw upon functional subject matter experts and mission support personnel in time of crisis or displacement.
3. **Home-Based Telework.** An approved arrangement whereby an employee performs his/her official duties in a specified work or office area of his/her home that is suitable for the performance of official government business.
4. **Commander/Supervisor/Management Official.** An individual whose position, the duties and responsibilities of which, require or authorize the individual to formulate, determine, or influence the policies of the agency or participates in the formulation of that policy.
5. **Mission Essential Teleworker.** A teleworker who is expected to remain in contact with the agency at all times during any closure situation and who may be called on to work at his/her alternative worksite during emergencies.
6. **Official Worksite.** Generally, the official worksite found on the military employee's orders or the civilian employees last personnel action assigning them to their current position.
7. **Situational Telework.** An approved arrangement performed on an occasional non-routine basis or where a permanent work schedule cannot be established.
8. **Telework.** Any arrangement where an employee performs officially assigned duties at home or at an alternative worksite (not including while on official travel or locations where typical field or headquarters work is performed).
9. **Telework Agreement.** A written agreement, completed and signed by an employee and the authorized management official(s) that outlines the terms and conditions of the telework arrangement.
10. **Traditional Worksite.** The location where an employee would work absent an alternative worksite agreement.

APPENDIX C ACRONYMS

COOP	Continuity of Operations Plan
DoD	Department of Defense
FECA	Federal Employees' Compensation Act
IAW	In Accordance With
TMD	Texas Military Department
TS	Telework Situational

IMPLEMENTING DRAFT EFFECTIVE 16 MARCH 2020

APPENDIX D

DD FORM 2946 DEPARTMENT OF DEFENSE TELEWORK AGREEMENT

**DEPARTMENT OF DEFENSE
TELEWORK AGREEMENT**

PRIVACY ACT STATEMENT

AUTHORITY: 10 U.S.C. 113, Secretary of Defense; DoD Instruction 1035.01, Telework Policy.

PRINCIPAL PURPOSE(S): Information is collected to register individuals as participants in the DoD alternative workplace program; to manage and document the duties of participants; and to fund, evaluate and report on program activity. The records may be used by Information Technology offices to determine equipment needs, to ensure appropriate safeguards are in place to protect government information, and for assessing and managing technological risks and vulnerabilities.

ROUTINE USE(S): None.

DISCLOSURE: Voluntary; however, failure to provide the requested information may result in your inability to be a participant in the telework program.

TERMS OF TELEWORK AGREEMENT

The terms of this agreement must be read in conjunction with Department of Defense (DoD) telework policy, available on the DoD Issuances Web Site at <http://www.dtic.mil/whs/directives/> or on the Civilian Personnel Management Service Web Site at www.cpmc.osd.mil and any additional guidance provided by the employing organization. Signatories certify they will abide by this agreement, DoD telework policy, and all supplemental terms established by the employing organization.

1. Work schedules and hours of duty may be modified as necessary, but are subject to local management procedures and approval and/or collective bargaining agreement requirements. A copy of the employee's approved work schedule should be kept on file with the signed telework agreement. In emergency situations (as indicated in Section I, Block 12 of the telework agreement), the teleworker's work hours may be subject to change. Emergency schedules will be set based on mission needs.

2. If the employee reports to the regular worksite at least twice per pay period, the regular worksite is the official worksite as defined in part 531.605, subpart F of title 5, Code of Federal Regulations.

3. If the employee does not report to the regular worksite at least twice each biweekly pay period, the official worksite is the location of the employee's telework site. Exceptions to the twice each biweekly pay period requirement may be made during emergencies (including a pandemic) and for short-term situations (e.g., special projects, medical accommodation).

4. All pay (to include locality pay or local market supplement), leave, and travel entitlements are based on the employee's official worksite as documented on a Notice of Personnel Action.

5. Prior to signing this Telework Agreement, the supervisor and employee will discuss:

- a. Office procedures (e.g., procedures for reporting to duty, procedures for measuring and reviewing work, time and attendance, procedures for maintaining office communications);
- b. Safety, technology and equipment requirements; and
- c. Performance expectations.

6. Employee will not work in excess of the prescheduled tour of duty (e.g., overtime, holiday work, or Sunday work) unless he or she receives permission from the supervisor. By signing this form, the employee acknowledges that failure to obtain proper approval for overtime work may result in cancellation of the telework agreement and may also include appropriate disciplinary action.

7. If designated employee (as indicated in Section I, Block 12 of this agreement) is unable to work due to illness or dependent care responsibilities, the employee must take appropriate leave. Supervisors may, on a case-by-case basis, administratively excuse the designated teleworker from teleworking if circumstances, such as a power failure or weather related emergency, prevent the employee from working at the telework site. To the extent practicable, managers will include a description of emergency duties with this agreement if emergency duties are different from the employee's prescribed duties and responsibilities.

8. Teleworkers may be required to return to the regular worksite on scheduled telework days based on operational requirements. In situations where the employee is called to return to the office outside normal work hours, the recall shall be handled in accordance with established policy and/or collective bargaining agreements, if applicable.

9. If the employee uses Government-furnished equipment (GFE), the employee will use and protect the equipment in accordance with the DoD Component's procedures. GFE will be serviced and maintained by the Government.

10. The employee agrees to comply with the terms of computer software license and copyright agreements, computer virus and protection requirements and procedures.

11. No classified documents (hard copy or electronic) may be taken to, or created at, an employee's alternative worksite. If classified telework is authorized at an approved alternative secure location, teleworkers must comply with the procedures established by DoD 5200.01-R and the DoD Component regarding such work. **For Official Use Only (FOUO) and controlled unclassified information (CUI) data may be taken to alternative worksites if necessary precautions are taken to protect the data, consistent with DoD regulations.**

12. When CUI including competition sensitive or source selection data is authorized for use at the telework location, criteria for the proper encryption and safeguarding of such information and data must be consistent with Enclosure 3, subparagraphs 3.f.(1) through (3) of DoDI 1035.01, Telework Policy. Component specific instructions must be included in the space allowed for Component specific comments or cite the appropriate Component references that contain these instructions.

13. The supervisor will determine how frequently, if at all, backup copies of data onto network drives or removable disks must be made to protect against loss of data. The supervisor may also require the employee to periodically send backup copies to the main work facility.

14. The employee may be reimbursed for authorized expenses (e.g., installation of broadband or telephone lines) incurred while conducting business for the Government, as provided by statute and implementing regulations and as articulated in this agreement. (Approved authorizations are filed with this agreement.)

15. The employee will apply approved safeguards to protect Government records from unauthorized disclosure or damage and will comply with Privacy Act requirements set forth in the Privacy Act of 1974, and codified at section 552a of title 5, United States Code. The use of personal email accounts for transmission of Personally Identifiable information (PII) is strictly prohibited. PII may only be emailed between government email accounts and must be encrypted and digitally signed.

16. The DoD Component may inspect the home worksite, by appointment only, if the DoD Component has reason to suspect that safety standards are not being met and GFE is not being properly maintained.

17. The DoD Component will not be responsible for operating, maintenance, or any other costs (e.g., utilities) associated with the use of the employee's residence.

18. The DoD Component is not liable for damages to an employee's personal or real property while the employee is working at home, except to the extent the Government is held liable by the Federal Tort Claims Act or from claims arising under the Military Personnel and Civilian Employees Claims Act.

TERMS OF TELEWORK AGREEMENT *(Continued)*

19. Employees paid from appropriated funds are covered under the Federal Employee's Compensation Act if injured in the course of performing official duties while at the official alternative worksite. Employees paid from nonappropriated funds are covered under the Longshore and Harbor Workers' Compensation Act. Any accident or injury occurring at the alternative workplace must be brought to the immediate attention of the supervisors who will investigate all reports as soon as practical following notification.

20. The employee acknowledges that telework is not a substitute for dependent care.

21. The employee acknowledges that telework is a discretionary alternative workplace arrangement. The employee may be required to work at the regular worksite on scheduled telework day(s) if necessary to accomplish the mission.

22. Either the employee or the supervisor can cancel the telework agreement. When possible, advance written notice should be provided. Management will terminate the telework agreement should the employee's performance or conduct not meet the prescribed standard or the teleworking arrangement fail to meet organizational needs.

23. The employee continues to be covered by DoD Component standards of conduct while working at the alternative worksite.

24. The employee has assessed the telework location against the attached safety checklist and certifies the location meets all safety requirements.

25. DoD Component-specific conditions may be included below.

COMPONENT-SPECIFIC TERMS AND CONDITIONS

DEPARTMENT OF DEFENSE TELEWORK AGREEMENT	
(Read Privacy Act Statement and Terms of Agreement before completing this form.)	
SECTION I - This document constitutes the terms of the telework agreement for:	
1. EMPLOYEE (Last Name, First, Middle Initial)	2. OFFICIAL JOB TITLE
3. PAY PLAN/SERIES/GRADE/PAY BAND	4. ORGANIZATION
5. REGULAR OFFICIAL WORKSITE (Street, Suite Number, City, State and ZIP Code)	6. ALTERNATE WORKSITE ADDRESS (Street, Apartment Number, City, State and ZIP Code) (May be TBD under emergency situations)
7. ALTERNATE WORKSITE TELEPHONE NUMBER (Include Area Code)	8. ALTERNATE WORKSITE EMAIL ADDRESS (Address for official emails if different from office email address. Identification of personal email address is not required.)
9. TELEWORK ARRANGEMENT IMPLEMENTATION DATES (Agreement should be revalidated at least once every 2 years)	10. TOUR OF DUTY (X one) (Attach copy of biweekly work schedule)
a. START (YYYYMMDD)	<input type="checkbox"/> FIXED
b. END (YYYYMMDD)	<input type="checkbox"/> FLEXIBLE
	<input type="checkbox"/> COMPRESSED
11. TELEWORK ARRANGEMENT (X one)	
<input type="checkbox"/> REGULAR AND RECURRING <input type="checkbox"/> SITUATIONAL	
Regular and Recurring Telework Schedule: _____ Number of Days per Week or Pay Period	
_____ Days of the Week (e.g., Mon, Wed, Thur)	
All employees who are authorized to telework on a Regular and Recurring or Situational basis to include emergency situations shall have a telework agreement in place.	
12. CONTINUITY OF OPERATIONS DURING EMERGENCY SITUATIONS	
Employee is expected to telework for the duration of an emergency pursuant to:	
1) Component policy; 2) a pandemic; 3) when the regular worksite is closed or closed to the public due to natural or manmade emergency situations (e.g., snowstorm, hurricane, act of terrorism, etc.); or 4) when Government offices are open with the option for unscheduled telework when weather conditions make commuting hazardous, or similar circumstances compromise employee safety. Employees unable to work due to personal situations (e.g., illness or dependent care responsibilities), must take appropriate leave (e.g., annual or sick). If the worksite is closed or closed to the public, the employee may be granted administrative leave, on a case-by-case basis, when other circumstances (e.g., power failure) prevent the employee from working at the telework site. Managers will include a description of emergency duties with this agreement if emergency duties are different from the employee's prescribed duties and responsibilities.	
13. SUPERVISOR OR AUTHORIZED MANAGEMENT OFFICIAL (Name and Signature)	14. DATE (YYYYMMDD)
<input type="checkbox"/> I also verify that I have completed approved telework training.	
15. EMPLOYEE SIGNATURE <input type="checkbox"/> I also verify that I have completed approved telework training.	16. DATE (YYYYMMDD)

SECTION II - SAFETY CHECKLIST

SAFETY FEATURE (X)	YES	NO
1. Temperature, ventilation, lighting, and noise levels are adequate for maintaining a home office.		
2. Electrical equipment is free of recognized hazards that would cause physical harm (frayed, exposed, or loose wires; loose fixtures; bare conductors; etc.).		
3. Electrical system allows for grounding of electrical equipment (three-prong receptacles).		
4. Office (including doorways) is free of obstructions to permit visibility and movement.		
5. File cabinets and storage closets are arranged so drawers and doors do not enter into walkways.		
6. Phone lines, electrical cords, and surge protectors are secured under a desk or alongside a baseboard.		
7. If material containing asbestos is present, it is in good condition.		
8. Office space is free of excessive amount of combustibles, floors are in good repair, and carpets are well secured.		
I verify that this safety checklist is accurate and that my home office is a reasonably safe place to work.		
9. EMPLOYEE SIGNATURE	10. DATE (YYYYMMDD)	

SECTION III - TECHNOLOGY/EQUIPMENT CHECKLIST

(1) TECHNOLOGY/EQUIPMENT <i>(Indicate all that apply)</i>	(2) REQUIREMENT <i>(Y or N)</i>	(3) OWNERSHIP: AGENCY OR PERSONAL <i>(A or P)</i>	(4) REIMBURSEMENT BY COMPONENT <i>(Y or N)</i>
1. COMPUTER EQUIPMENT			
a. LAPTOP			
b. DESKTOP			
c. PDA			
d. OTHER:			
2. ACCESS			
a. IPASS/VPN ACCOUNT			
b. CITRIX - WEB ACCESS			
c. OTHER:			
3. CONNECTIVITY			
a. DIAL-IN			
b. BROADBAND			
4. REQUIRED ACCESS CAPABILITIES			
a. SHARED DRIVES (e.g., H or P Drive)			
b. EMAIL			
c. COMPONENT INTRANET			
d. OTHER APPLICATIONS:			
5. OTHER EQUIPMENT/SUPPLIES			
a. COPIER			
b. SCANNER			
c. PRINTER			
d. FAX MACHINE			
e. CELL PHONE			
f. PAPER SUPPLIES			
g. OTHER:			
6. SUPERVISOR'S SIGNATURE			7. DATE (YYYYMMDD)
8. EMPLOYEE SIGNATURE			9. DATE (YYYYMMDD)

SECTION IV - NOTICE OF TELEWORK ARRANGEMENT CANCELLATION*(Complete this section when the telework agreement is cancelled.)***1. CANCELLATION DATE (YYYYMMDD)****2. INITIATED BY (X one)**☐

EMPLOYEE

☐

MANAGEMENT

3. REASON(S) FOR CANCELLATION**4. GOVERNMENT-FURNISHED EQUIPMENT/PROPERTY RETURNED**
LIST PROPERTY AND DATE OF RETURN:☐

YES

☐

NO

5. SUPERVISOR'S SIGNATURE**6. DATE (YYYYMMDD)****7. EMPLOYEE SIGNATURE****8. DATE (YYYYMMDD)**

IMPLEMENTING DRAFT EFFECTIVE 16 MARCH 2020

APPENDIX E

TMD Form 1402.02-1 STATE EMPLOYEE TELEWORK APPLICATION

STATE EMPLOYEE TELEWORK APPLICATION**Telework Applicant**

Name _____

Title _____

Department _____

Supervisor _____

Number of days I would like to telework _____

1) Describe how you think your job responsibilities are suited for teleworking by responding to the following questions and discussing them with your supervisor (attach separate sheet if needed).

- How will telework enable you to perform your job more effectively?
- How will telework positively affect the Texas Military Department?
- How will your work performance be assessed?
- When will you have a check-in meeting to review your telework arrangement?
- Are there any special circumstances or considerations that should be noted before beginning a telework arrangement and reviewed at the first check-in?

2) Describe your proposed teleworking arrangement. Include: which days you will telework; which days you will be onsite; how often and in what manner you will keep your supervisor and coworkers apprised of your work progress; and any specific supports you believe would make your telework arrangement a success.

Supervisor

I have discussed the possibility of teleworking with the above-mentioned employee, and our conversations are accurately reflected in section one of this application. I believe this employee is a good candidate based on job responsibilities and performance in his/her current position.

Supervisor Printed Name_____
Supervisor Signature_____
Date**Telework Applicant**

I have discussed teleworking with my supervisor, and our conversations are accurately reflected in section one of this application. I understand that my application does not guarantee that I will be eligible or approved to telework. I have read TMD's teleworking policy and procedures, and understand that it is not an entitlement and that it is not appropriate for every employee. I understand that if approved, teleworking can be terminated at any time by the Texas Military Department or by me. I understand that I am expected to comply with the terms of the Telework Agreement and TMD's standard operating procedures related to telework.

Applicant Printed Name_____
Applicant Signature_____
Date**State Human Resources (HR)/Telework Coordinator Recommendation**Approval ☐Disapproval ☐Comments _____

HR/Telework Coordinator Name_____
HR/Telework Coordinator Signature_____
DateDirector of State Administration Approved ☐Disapproved ☐Comments _____

Director of State Administration Printed Name_____
Director of State Administration Signature_____
Date