

DEO Telework Program

## TELEWORK AGREEMENT

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| --- | --- | --- | --- |
| Associate Name: |  | Date: |  |
| **Job Title:** |  | Work Area: |  |
| **Supervisor:** |  |

This agreement establishes the terms and conditions of telework within the Department of Economic Opportunity.

The associate volunteers to participate in the telework program and agrees to adhere to the guidelines and policies as stated in this agreement.

This agreement will be valid beginning on and will end on (not to exceed one calendar year), unless canceled by either party.

**Attendance and Pay**: All pay, leave and travel entitlement will be based on the associate’s

official duty station. The associate’s time and attendance will be recorded as if performing official duties at the office.

**Dependent Care** - Employees may not provide direct care to dependents at the alternative work site during working hours, unless their supervisor has authorized a temporary work at home assignment and/or variable flextime work schedule and has authorized a temporary exception to this provision.

**Evaluation**: The evaluation of the associate’s job performance will be based on established standards. Performance must remain satisfactory for an associate to remain a telework.

**Inspection**: The supervisor may inspect the telework location periodically to ensure proper maintenance of state equipment is performed. There must be at least 24 hours advance notice given to the associate of the inspection, which must occur during normal working hours.

**Leave**: Associates must obtain supervisory approval prior to taking leave in accordance with established office procedures. The associate agrees to follow established procedures for requesting and obtaining approval of leave.

**Liability**: The state will not be liable for damages to the associate’s property that result from participation in the telework program. The associate certifies that his/her home provides a safe working environment. For example, the work area has adequate ventilation; electrical equipment is free of recognized hazards; surge protectors are used to protect state owned equipment; work area is neat, clean and reasonably quiet; smoke detectors are working; and a fire extinguisher is easily accessible. The state will not be responsible for operating cost, home maintenance, or any incidental cost (e.g., utilities) associated with the use of the associate’s residence. In signing this document, the associate agrees to hold the state harmless against any and all claims, excluding workers compensation claims arising in the course of employment.

**Office Closures**: If there is an “official closing” (e.g. Executive Order) of the entire county in which the alternate work site is located, administrative leave will be granted for the time designated in the order.

**Overtime**: The associate will continue to work in pay status while working at the home office. An associate working overtime, ordered and approved in advance, will be compensated in accordance with applicable law and rules. The associate understands that the supervisor will not accept work products resulting from unapproved overtime. The associate agrees that failing to obtain proper approval for overtime work may result in removal from the telework program or other appropriate action.

**Program Evaluation**: The associate and supervisor agree to promptly complete and submit telework evaluation materials and to attend periodic group meetings for the telework program.

**Records**: The associate will apply safeguards that are approved by the Department to protect records from unauthorized disclosure or damage. All records, papers and correspondence must be safeguarded for their return to the office.

**Reimbursement**: The state will not be responsible for operating costs, home maintenance, or any other incidental cost (e.g. utilities) whatsoever associated with the use of the associate’s residence. The associate does not relinquish any entitlement to reimbursement for authorized expenses incurred while conducting business for the state.

**Standards of Conduct:** The associate agrees to abide by the Department’s standards of conduct andother established state laws, agency policies, procedures and acceptable practice, and understands that failure to do so may subject the associate to disciplinary action and revocation of telework rights.

**State Owned Equipment**: To effectively perform assigned tasks, the associate may use state equipment at the associate’s telework location with the approval of the associate’s supervisor. The equipment must be protected against damage and unauthorized use. State owned equipment will be serviced and maintained by the state. Equipment provided by the associate will be at no cost to the state and will be maintained by the associate.

**Termination of the Agreement**: The associate may request to terminate participation in this program at any time. The Department has the right to remove the associate from the program at any time.

**Travel**: Travel from home to the official work site will not be reimbursed. All pay, leave and travel entitlement will be based on the associate’s office work site. If a state vehicle is authorized, the associate is responsible for adhering to the Department’s guidelines for vehicle use and reporting.

**Work Assignments**: The associate will meet with the supervisor to receive assignments and to review completed work as necessary or appropriate. The associate will complete all assigned work according to work procedures mutually agreed upon by the associate and the supervisor according to guidelines and standards stated in the associate’s performance plan and attend all required meetings and/or training sessions.

**Workers’ Compensation**: The associate is covered by workers’ compensation if injured in the course of performing official duties at the telework location.

**Work Hours and Location:** Listed below are the working hours and locations which are agreed to as a part of the telework agreement. Answering machines are not to be used during work hours at the telework location when the associate is working at the telework site. An appropriate voice mail message, if available, may be used when the associate is on another line or not at the telework site (i.e., at the office, in training, etc.).

**Information Security:** All associates will abide by information security guidance provided by DEO leadership and the Division of IT, including, but not limited to, DEO security policies pertaining to telework and acceptable use.

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| Official Work Location | Telework Location |

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| --- |
| **General Work Hours:** |
| **(Day)** | **(Hours)** | **(Location)**O= Official OfficeT= Telework |
|  | **From** | **To** |  |
| **Monday** |  |  |  |
| **Tuesday** |  |  |  |
| **Wednesday** |  |  |  |
| **Thursday** |  |  |  |
| **Friday** |  |  |  |
| **Lunch** |  |  |  |

**Note:** A copy of the Telework Work Plan (a description of duties; how to work output will be reviewed and monitored; and how supervision will be provided) must be attached to this agreement.

**We agree to abide by the terms and conditions of this agreement.**

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

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

Approving Authority: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_