

SAMPLE TELEWORK AGREEMENT FOR EXECUTIVE BRANCH AGENCIES

This Agreement does not constitute a contract for employment or a modification of any other existing terms and conditions of employment between the employee and the employer. The employee affirms that they have read and fully understands the Executive Department's Telework Policy and (Agency's) Telework Program, which is hereby incorporated and made part of this Agreement.

Except as agreed to in this individual "Telework Agreement", employee rights provided for in the employee's collective bargaining agreement are not affected by participation in a telework program. Rights or benefits provided under the employee's collective bargaining agreement between the Commonwealth and the employee labor unions are neither enhanced nor abridged by the implementation of a telework arrangement.

This Teleworker Agreement is between the _____ (Agency Name) and the Teleworker employee, (hereinafter "Agency" and "Teleworker").

I. Hours of Work

- a. All work schedules require management approval. Changes in work schedules or temporary telework assignments may be made at the Agency's discretion to meet management needs or to accommodate an employee's request. Additionally, any modification or change to the designated telework day(s) must be mutually agreed upon by the Teleworker and their supervisor.
- b. Certain meetings are mandatory and will require the Teleworker to come into a work location specified by the Agency. Advance notice of such meetings will be given to the extent possible.
- c. The Teleworker will follow timekeeping and reporting requirements established by the Agency.
- d. The Agency and Teleworker will agree in advance to work hours and designated telework days.
- e. The Teleworker must be available by phone during the core business hours of _____ to _____.
- f. Overtime must be authorized in advance by management. Requests for any eligible compensatory time off must be authorized by management in advance.
- g. Teleworkers will not provide primary care during designated telework hours for children or elders who would otherwise require a provider's care.
- h. Teleworkers will not be excused from working because workers at their regular work location are dismissed due to an emergency. For example, if a snow emergency is

declared on the day an employee is scheduled to telework, the employee is not excused from work and must work as scheduled at home on the approved telework day. Any typical limitations on telework regarding dependent care will be suspended under these circumstances.

- i. Employees who have the capability to telework and who are scheduled to go to their regular work location but are unable due to a state of emergency or office closure will be expected to telework to the extent possible. Any typical limitations on telework regarding dependent care will be suspended under these circumstances.
- j. Employees who have the capability to telework but do not during a weather emergency or office closure must use accrued leave time
- k. Employees must use the time reporting code TEL for the period of time spent teleworking.

II. Work Site

- a. Failure to maintain a proper and safe work environment, in accordance with this Agreement, may be cause for terminating an employee from the telework program. A proper and safe work environment is defined as taking care to ensure that home office equipment (computers, printers, lighting) do not overload electrical circuits, that circuit breakers and surge protectors are used when necessary, and that walkways are clear of debris and electrical cords.
- b. The Teleworker is responsible for the safety and security of the Agency's equipment, software, data and supplies in accordance with the Agency or EOTSS Enterprise Security Policies and Standards and Acceptable Use of Technology policy.
- c. If an employee incurs a work-related injury while telework, workers' compensation laws and rules will apply just as they would if such an injury occurred at the regular work site.
- d. The Agency is not liable for any damages to the Teleworker's property that may result from participation in this telework arrangement.
- e. The Teleworker designates the following address as their "telework work location", subject to the terms and conditions of this Agreement: This location may change with prior approval from a manager/supervisor.

III. Work Products, Equipment & Expenses

- a. Work product and programs developed by the Teleworker on the Agency's equipment remain the property of the Agency.

- b. Under appropriate circumstances the Agency will provide the use of information technology resources (ITR's), including, but not limited to computers, printers and other peripherals, programs, data, software, modems, and a dedicated phone line.
- f. State owned equipment and services are to be used for state business only. The use of Agency ITR's shall be in accordance with relevant Agency ITR policies with respect to the responsibilities of the employee, acceptable and unacceptable uses of ITR's, email, data confidentiality, copyright protection, computer viruses, network security, EOTSS Enterprise Security and Policies and Standards, EOTSS Acceptable Use of Technology policy and employee expectations of privacy.
- c. Costs associated with office furniture will be the responsibility of the employee.
- d. Selection, installation, maintenance, repair or replacement of employee owned equipment and software is the responsibility of the employee. In the event of equipment malfunction, the Teleworker must contact their supervisor as soon as possible. If repairs will take some time, the Teleworker may be required to report to a work location specified by the Agency until the equipment is usable.
- e. The following Equipment Inventory identifies equipment and software which has been provided by _____ to the above-named Teleworker for their telework purposes:

EQUIPMENT INVENTORY

Item Description	Serial Number

- g. The Agency will not pay for the following expenses:
 - Maintenance or repairs of privately owned equipment;
 - Utility costs associated with the use of the computer or occupation of the home, including but not limited to, electricity and personal phone usage and
 - Travel time or expenses associated with commuting to their regular work location.

This Agreement shall become effective when signed by the employee and their supervisor and shall remain in effect one year unless terminated earlier by either party or extended upon mutual written agreement by both parties.

The following signature of the employee and their supervisor indicates that each has read and understands this Agreement and agrees to abide by the terms and conditions contained herein.

Employee Name Printed

Supervisor/Manager Name Printed

Employee Signature

Supervisor/Manager Signature

Date

Date