Sample Telework Acknowledgment

For Executive Branch Agencies

This Telework Acknowledgment is between the Agency and the Teleworker employee, (hereinafter “Agency” and “Teleworker”).

|  |  |  |
| --- | --- | --- |
| Agency: | Select here to enter text |  |
| Teleworker: | Select here to enter text |  |
| Officially-designated work location: | Select here to enter text |

This Acknowledgment 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. By signing this Acknowledgment, the employee affirms that they have read and fully understand the Executive Department’s Telework Policy and the Agency Telework Program, the terms of which are incorporated into this acknowledgment.

Except as specified in this individual “Telework Acknowledgment,” 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.

##### I. Hours of Work

1. All work schedules require management approval. The Agency and Teleworker will agree in advance to work hours and designated telework days.
2. Changes in work schedules, or to telework assignments may be made at the Agency’s discretion in accordance with the Telework Policy and/or the applicable provisions of the collective bargaining agreement/Red Book to meet management needs or to accommodate an employee’s request.
3. The Teleworker may be required to report to their officially-designated work location or to another work location specified by the Agency. Advance notice of such requirements will be given to the extent possible and in accordance with the Telework Policy.
4. For days the employee is scheduled to work in the office, they must use the on-line workspace reservation system to schedule daily workspace in accordance with agency protocols.
5. The Teleworker will follow timekeeping and reporting requirements established by the Agency.

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| --- | --- |
| f.  | The Teleworker must be available by phone and/or email during the core business |
|  | hours of |  time | to |  time | excluding approved break periods and lunch. |

1. Telework hours in excess of an employee’s regular work schedule are at the manager’s discretion and must be authorized in advance by manager/designee.
2. Unless approved for a Temporary Telework Flexible Work Program (TTFWP), Teleworkers will not provide care during designated telework hours for children or elders who would otherwise require a provider’s care.
3. If approved for participation in a TTFWP, an employee and their supervisor will agree on a schedule that will allow the employee to fulfill their hours of work via telework while balancing their caregiver responsibilities.
4. Telework is not intended to be used in place of vacation, sick, family and medical, or other types of leave. Requests for leave must be approved in accordance with standard operating procedures within their Agency.
5. Employees will not be excused from working because workers at their officially designated 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 to the extent possible at home on the approved telework day. Any limitations on telework regarding dependent care will be suspended under these circumstances.
6. Employees who have the capability to telework and who are scheduled to go to their officially designated work location but are unable due to a state of emergency or office closure will be expected to telework to the extent possible. Any limitations on telework regarding dependent care will be suspended under these circumstances.
7. Employees who have the capability to telework but do not during a weather emergency or office closure must request and be approved to use accrued leave time to be excused from work that day.
8. Employees who work from home/alternative locations and do not have the technical capacities to work for any reason other than due to a state of emergency, or power failure not exceeding one business day, may be asked to report to the nearest office, be assigned other work, or be approved to use appropriate benefit time. Employees with ongoing connectivity issues will be directed to report to the office full time and the required notice period shall be waived by the parties.
9. Employees must use the time reporting code TEL for the period of time spent teleworking.

##### II. Alternative Work Location

1. Employees should maintain a proper and safe work environment in accordance with the Telework Policy and/or the Agency’s Telework Program requirements. Failure to do so may be cause for terminating an employee from the telework program.
2. An employee must demonstrate an ability to successfully connect to the Agency’s network with assistance from IT if necessary or otherwise access work emails or databases while teleworking.
3. 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 Acceptable Use of Information Technology Policy.](https://www.mass.gov/policy-advisory/acceptable-use-of-information-technology-policy)  Employees will comply with all required security measures and disclosure provisions, including password protection.
4. Employees shall take all reasonable steps necessary to protect all government records and data against unauthorized disclosure, access, destruction, etc. Files and other information that are subject to confidentiality regulations must be secured from unauthorized access while at the telework worksite. Employees must follow Agency policy on proprietary information.
5. If an employee incurs a work-related injury while teleworking, workers’ compensation laws and rules will apply just as they would if such an injury occurred at the officially designated work location.
6. The Agency will not be liable for any damage to the employee’s property or any alternative work location that results from teleworking. The Agency will not be responsible for operating costs, home maintenance, or any incidental cost associated with the employee’s use of their residence or any alternative work location for telework.
7. Any alternative work location must be approved by the employee’s supervisor/manager. An employee must be available to report to their officially-designated work location as directed by their Agency. An employee must be available to travel to their officially-designated work location with as little notice as the same workday should an exigent circumstance arise (including but not limited to an urgent operational need or a technology failure such as a laptop malfunction or Internet outage). For the purposes of defining this availability, such travel shall not include air transportation.
8. The following has been approved as the alternative work location.

|  |
| --- |
|[ ]  Home (address must be on file with Human Resources) |
|[ ]  Other (if Other, please provide the address below or to Human Resources) |
|  | Select here to enter text |

##### III. Work Products, Equipment & Expenses

1. Agency work product and programs developed by the Teleworker remain the property of the Agency. Any work product brought to or generated at an alternative work location must be safeguarded in accordance with any applicable agency policies.
2. Under appropriate circumstances as determined by the Agency, the Agency will provide the use of Information Technology Resources (ITR’s), to accomplish designated duties. Unless otherwise agreed to, employees will be expected to utilize printing resources while scheduled to work at their officially-designated work location.
3. 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 Information Technology Policy](https://www.mass.gov/policy-advisory/acceptable-use-of-information-technology-policy)  and employee expectations of privacy.
4. The employee agrees that work-issued equipment will not be used by anyone other than the employee.
5. The Agency shall not pay for travel time or expenses associated with commuting to or from an employee’s officially-designated work location.
6. On an approved telework workday, Employees who need to travel for a work-related assignment shall have their mileage reimbursement determined from their home or their approved alternative work location, whichever is shorter. However, Employees shall not be reimbursed for commuting between their home/alternative work location and their regularly assigned office.
7. Agencies shall develop policies for providing office supplies or reimbursing those employee expenses identified by the Agency as needed for the employee to perform their job duties via telework. However, in no event shall an employee be reimbursed for equipment or supplies that are provided to employees at their officially-designated work location, furniture, utility costs associated with the use of the computer or occupation of the home, including but not limited to: internet access; electricity and personal phone usage; home maintenance or operating costs; and/or maintenance or repair of privately-owned equipment.
8. Selection, installation, maintenance, repair or replacement of employee owned equipment and software is the responsibility of the employee. In the event of equipment malfunction, including a loss of connectivity, 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.
9. Equipment assigned or provided to the employee should be itemized on the attached Equipment Inventory form or in accordance with the Agency’s equipment inventory process.

##### Work Schedule and Location  Default Schedule\*

|  |  |  |
| --- | --- | --- |
| **Day of the Week** | **Work Hours** (example: 8:45 – 5:00) | **Work Location** |
| Sunday | Select here to enter text | [ ]   | Home |[ ]  Office |[ ]  Other |
| Monday | Select here to enter text | [ ]   | Home |[ ]  Office |[ ]  Other |
| Tuesday | Select here to enter text | [ ]   | Home |[ ]  Office |[ ]  Other |
| Wednesday | Select here to enter text | [ ]   | Home |[ ]  Office |[ ]  Other |
| Thursday | Select here to enter text | [ ]   | Home |[ ]  Office |[ ]  Other |
| Friday | Select here to enter text | [ ]   | Home |[ ]  Office |[ ]  Other |
| Saturday | Select here to enter text | [ ]   | Home |[ ]  Office |[ ]  Other |

\*The parties may agree in writing to amend this work schedule.

This Acknowledgment shall become effective when signed by the employee and their supervisor/manager and shall be reviewed annually. The Agency and/or employee may terminate this teleworking arrangement in accordance with the policy and/or Telework MOA if continuation would not be productive, efficient, or not in the Agency’s best interest. A thirty day notice period may be required to arrange for a workspace to accommodate the employee. Denial of a teleworking request or of approval for an alternative telework location, and/or cancellation/reduction of a teleworking arrangement shall not be subject to the grievance process; however, appeals shall be processed in accordance with the Telework Policy and MOA.

The following signature of the employee and their supervisor/manager indicates that each has read and understands this Acknowledgement and the terms and conditions contained herein, including the attached Equipment Inventory.

The Commonwealth makes no representation as to any income tax implications related to telework and the location an employee is approved to telework, particularly out-of-state locations. Teleworkers are encouraged to consult a personal tax advisor with regard to their individual situation.

|  |  |  |  |
| --- | --- | --- | --- |
| Select here to enter text |  | Select here to enter text |  |
| Employee Name Printed | Supervisor/Manager Name Printed |
| /S/ | Select here to enter text |  | /S/ | Select here to enter text |  |
| Employee Signature/Electronic Signature | Supervisor/Manager Signature/Electronic Signature |

|  |  |  |  |
| --- | --- | --- | --- |
| Select here to enter text |  | Select here to enter text |  |
| Date |  | Date |  |

The Supervisor/Manager should forward a copy of the signed Telework Acknowledgment to the Agency/Secretariat HR Office for record keeping.

##### Equipment Inventory

|  |  |
| --- | --- |
| Agency: | Select here to enter text |
| Teleworker: | Select here to enter text |

The following Equipment Inventory identifies equipment and software which has been provided by the Agency to the above-named Teleworker for their telework purposes:

|  |  |
| --- | --- |
| **Item Description** | Serial Number (if applicable) |
| Select here to enter text | Select here to enter text |
| Select here to enter text | Select here to enter text |
| Select here to enter text | Select here to enter text |
| Select here to enter text | Select here to enter text |
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|  |  |
| --- | --- |
| Date | Select here to enter text |

The teleworker acknowledges that the equipment listed above is and shall remain the property of the Commonwealth, and must be returned upon separation from employment.