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**SAMPLE TELEWORK POLICY**

Compensation, supplies, equipment, confidentiality, security, and performance are some of the remote workforce topics covered in this policy. 8 Pages 20-886

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**Employee Telework Agreement**

|  |  |
| --- | --- |
| Employee Name: (the “Employee”) |  |
| Employee Title: |  |
| Telework site information (the “Telework Site”): | Address  Phone  Email |
| Work days and duty hours to be performed at the Telework Site: |  |
| Description of work to be performed at the Telework Site (please specifically list any physical job related tasks required as a function of the Employee’s duties): |  |
| Telework conditions specific to this agreement (if any) (“Special Conditions”): |  |
| Supervisor Name: |  |
| Supervisor Title: |  |

This Agreement is effective between the Employee identified in the above table and the [ORG] (hereinafter the “**[ORG]**” or the “**Office**”). The parties agree as follows:

**1. Scope of Agreement**

a. This [ORG] Employee Telework Agreement (“**Agreement**”) shall become effective as of the date of last signature below and shall remain in full force and effect unless and until rescinded, modified, or amended by the [ORG] for any reason or no reason at all.

b. The term “**Office Workplace**” is the official worksite of the [ORG], which is the usual and customary location of the [ORG]’s offices or an alternate location as set forth in the terms and conditions of this Agreement. At the time of the execution of this Agreement, the Office Workplace was located at xxxxxxxxxxxxxxxxxxxxxx, although the Office Workplace for the Employee may change by or through a modification or amendment of this Agreement, or upon the [ORG] providing notice to the Employee of such change.

c. The Employee agrees to perform their assigned duties for the [ORG]. The Employee acknowledges that teleworking is not mandatory at the present time. If teleworking is approved by the manager changes may occur at the discretion of the [ORG] and may include that the Employee be required to return to the Office Workplace during normal business hours or as otherwise required as part of the Employee’s job duties. The Employee may request to return to performing job duties at the Office Workplace; however, the [ORG] is under no obligation to honor such a request, and the [ORG]’s willingness and ability to accommodate such a request will depend on a variety of factors, including but not limited to the [ORG]’s willingness to decrease or alter other telework arrangements, and/or on the availability of space and equipment at the Office Workplace.

d. Other than those duties and obligations expressly imposed on the Employee under this Agreement, the duties, obligations, responsibilities and conditions of the Employee’s employment with the [ORG] remain unchanged as a result of entering into this Agreement. This Agreement is not intended to amend, alter, or modify general terms, conditions, or requirements of employment, including but not limited to those set forth in applicable laws, rules, and [ORG]-specific policies and procedures, including but not limited to the [ORG] Employee Handbook. The Employee’s salary and participation in employee pension, benefits, and [ORG]-sponsored insurance plans shall remain unchanged so long as the hours worked remain unchanged. The Employee remains obligated to comply with all applicable laws, rules, and [ORG]-specific policies and procedures, including but not limited to the [ORG] Employee Handbook, and this Agreement, and

understands that violation of any of the foregoing may result in preclusion from telework and/or disciplinary action, up to and including discharge.

**2. Termination of Agreement**

The Employee’s participation in this Agreement is mandatory as it relates to employees designated by the Office for telework. Notwithstanding, the Employee has no right to telework. The [ORG] may terminate this Agreement upon written notice of five (5) working days, unless the NAME OR TITLE OF PERSON states in writing that conditions exists

requiring less than five (5) days. Any such termination shall not be subject to appeal. The [ORG] will not be held responsible to the Employee for any costs, damages, or losses resulting from the termination of this Agreement.

**3. Compensation, Overtime, and Leave**

a. The Employee agrees that work hours, overtime compensation, sick leave, and vacation schedules will conform to existing laws, rules, and [ORG]-specific policies and procedures, including but not limited to the [ORG] Employee Handbook. The Employee will be paid in accordance with state law, and DEPARTMENT rules and applicable collective bargaining agreements. Unless expressly provided for in this Agreement, the Employee will not be entitled to any compensation for the use of the Employee’s home as an office; the Employee’s furniture, equipment or supplies used in the Employee’s home; transportation for commuting to and from the official work site, except as otherwise provided herein; picking up or delivering work-related materials for any other employment-related activity or duty; or any home costs for utilities, internet connectivity, or phone lines (including cellular or land) incurred in the performance of the Employee’s work-related duties.

b. The Employee shall not work overtime for which additional compensation might be due absent requesting as much and obtaining approval from their Supervisor or upon their Supervisor’s request in accordance with applicable laws, rules, and [ORG]-specific policies and procedures, including but not limited to the [ORG] Employee Handbook, e.g., [ORG] Employee Handbook, Section 12 (Overtime). If the Employee works overtime that has been approved or requested by their Supervisor in advance, the Employee will be compensated in accordance with applicable laws, rules or collective bargaining agreements.

c. Regulations regarding leave remain unchanged under the Telework Program. The Employee must obtain supervisory approval before taking any leave, including, for example, sick leave or vacation, in accordance with applicable laws, rules, and [ORG]-specific policies and procedures, including but not limited to the [ORG] Employee Handbook. Leave must be requested and approved in accordance with applicable laws, rules, and [ORG]-specific policies and procedures, including but not limited to the [ORG] Employee Handbook.

d. The Employee’s travel to the Office Workplace is considered commute time, not hours of work. In the event the Employee is called in from the Telework Site to the Office Workplace unexpectedly more than one (1) time during any scheduled telework day, such travel time for any additional unexpected recalls may be considered hours of work and not commute time.

**4. Equipment and Supplies**

a. The [ORG], in its sole discretion, may choose to purchase, lease, or license equipment, software, and supplies for use by the Employee while teleworking. This decision shall rest entirely with the [ORG]. Likewise, the decision to discontinue the deployment of such equipment, software, or supplies shall rest entirely with the [ORG].

b. Equipment, software, and supplies purchased, leased, or licensed by the [ORG] for use by the Employee shall remain the property of the [ORG], and the Employee’s permitted use of such equipment, software, or supplies for work purposes shall not be construed as a transfer of any rights of or belonging to the [ORG].

c. If the [ORG] purchases, leases, or licenses equipment, software, or supplies for use by the Employee while teleworking, the Employee will be required to use such equipment, software, or supplies in the performance of their job duties, and may not use other equipment, software, or supplies in the performance of their job duties without prior permission from their Supervisor.

d. The Employee is responsible for the safekeeping of all [ORG] owned, licensed, or leased equipment, software, and supplies located at the Telework Site.

e. The Employee agrees that all [ORG] owned equipment, software, and supplies provided by the Office for use at the Telework Site will be used only for [ORG] business, including self-developmental training, and may be used only by the Employee or other persons authorized by proper management authority.

f. In the event of equipment failure or malfunction, the Employee agrees to immediately notify the [ORG] and cooperate to effect immediate repair or replacement of such equipment. The Employee is responsible for returning inoperable equipment to the [ORG] for repair. In the event of delay in repair or replacement, or any other circumstance under which it would be impossible for the Employee to telework, the Employee understands that the Employee may be assigned other work, or this Agreement may be temporarily suspended at the Office’s discretion and the Employee may be required to return to the Office Workplace.

g. All equipment, software, and supplies provided to the Employee by the [ORG] may be inventoried and accounted for by the [ORG], and the Employee will be required to sign an inventory list acknowledging the issuance and distribution of such equipment, software, and supplies under their control and possession.

h. Furniture, lighting, electrical, and telephone services and household safety equipment incidental to the use of [ORG] owned equipment, software, and related shall be appropriate for their intended use and shall be used and maintained in a safe condition, free from defects and hazards.

i. Upon successful execution of this telework agreement, the Employee may request and will be issued by [ORG] owned smartphone with Internet Wi-Fi hotspot capabilities for the purpose of providing Internet service for [ORG] issued computers to complete the work responsibilities under this agreement.

**5. Security, Confidentiality**

a. The Employee may have access to Confidential Information or Sensitive Information, as defined in the [ORG] Employee Handbook, in the course of teleworking. The Employee agrees that all [ORG]-owned data, software, equipment, and supplies must be properly protected and secured. [ORG]-owned data, software, equipment and supplies will not be copied, stored, or processed in violation of applicable law, rule, or regulation or the [ORG]’s licensing agreements with Vendors. The same obligations to safeguard and protect Confidential Information or Sensitive Information set forth in applicable laws, rules, or [ORG]-specific policies and procedures, including but not limited to the [ORG] Employee Handbook, or included in separately executed non-disclosure/confidentiality agreements, of or related to security or confidentiality extend to the Employee while teleworking. Critical security/confidentiality requirements in the context of teleworking include:

i. Compliance with all applicable [ORG] information technology policies, standards, processes, procedures, and guidance documents (“IT Governance Documents”), available at URL and

URL , in the course of performing the Employee’s job duties, including those of or related to remote access to [ORG] Systems.

ii. Connecting to [ORG] Systems through the [ORG]’s Virtual Private Network.

iii. Physically safeguarding any Confidential Information or Sensitive Information that may be printed or otherwise accessible in hardcopy at the Telework Site when such materials are not being utilized in the course of the Employee’s job duties, including by, for example, storing such materials in a locked file cabinet.

b. The Employee agrees that, upon termination of employment, the Employee will return all property, software, or supplies belonging to the [ORG] in the Employee’s possession or control to the Office Workplace.

**6. Workspace, Inspections, and Liability**

a. The Employee agrees to designate a workspace within the Employee’s Telework Site and maintain this workspace in a safe condition, free from hazards and other dangers to the Employee and [ORG]-owned equipment, software, and supplies. The Telework Site is subject to inspection and approval by the [ORG]. The Employee agrees that the Telework Site will comply with the requirements of the Telework Site Safety Checklist, attached as Attachment A, and will immediately inform their Supervisor of any material change to the status of items listed on the Telework Site Safety Checklist.

b. The Employee agrees that the [ORG] may make on-site visits to the Telework Site for the purpose of determining that the site is safe and free from hazard, and to maintain, repair, inspect or retrieve [ORG]-owned equipment, software, data, and/or supplies.

c. Unless otherwise agreed, a minimum of twenty-four (24) hours advance notice must be given before management may inspect the Employee’s Telework Site to ensure that Information systems and sensitive information protection measures are in place at the Telework Site. Such inspections shall be conducted during the Employee’s normal working hours. If the Employee refuses a Telework Site inspection, this Agreement may be terminated immediately; the Employee may be required to surrender all [ORG]-owned equipment, software, and supplies and return to the Office Workplace for the continued performance of their job duties; and/or be subject to discipline, up to and including discharge.

d. The Employee agrees that the [ORG] will not be responsible for moving the Employee’s personal furniture or household belongings, nor for making any improvements or modifications to the Employee’s Telework Site in order to create a suitable Telework Site that conforms to the requirements of this Agreement, including the Telework Site Safety Checklist.

e. In the event legal action is necessary to regain possession of [ORG]-owned equipment, software, data, and/or supplies, the Employee agrees to reimburse the [ORG] for all costs and expenses incurred by the [ORG] in connection with such legal action, including attorney’s fees, should the [ORG] prevail.

**7. Work Performance, Reporting for Duty**

a. The Employee is responsible for maintaining availability, appropriate levels of production, and quality of work while teleworking. Inadequate availability, work production, and/or work quality may be cause for termination of this Agreement or disciplinary action, up to and including discharge.

b. Employees must report to the Office Workplace for specific periods or work days if directed by their Supervisor.

c. The Employee must be available to report to the Office Workplace within one (1) hour if directed by an [ORG] representative authorized to assign work, such as the Employee’s Supervisor, an [ORG] manager, the [ORG] Title of Manager.

d. If the Telework Site experiences a disruption (e.g., power outage), the Employee must contact their Supervisor. The Employee may be directed to report to the Office Workplace or another approved telework site to complete their workday.

**8. Additional Responsibilities of Teleworkers** In addition to any terms, conditions, or requirements imposed by applicable laws, rules, and [ORG]-specific policies and procedures, including but not limited to the [ORG] Employee Handbook, the Employee must:

a. Comply with any Special Conditions set forth in the above table.

b. Inform management when unable to perform work due to illness or personal situations for which paid leave is authorized, or in extenuating circumstances, when leave without pay may be appropriate.

c. Accurately report time and attendance. The Employee must submit their time and attendance in accordance with existing policy making certain to appropriately code their hours of telework.

d. Contact the Office Workplace as necessary to retrieve messages.

e. Request from management the approval of a change in the Telework Site before implementing any such change.

f. Meet organizational requirements regarding communication and accessibility.

g. Immediately report information system security incidents to the [ORG] Information Security Division or Duty Manager.

h. Maintain any off-site records of or belonging to the [ORG] in accordance with applicable records-retention policies and return or supply such records to the [ORG] upon request.

i. Report any work-related accidents.

**9. Amendments** This Agreement may be modified, amended or terminated at any time by written notification from the [ORG] to the Employee, as necessary, to ensure that the operating needs of the [ORG] are met.

**10. Disclaimer** Nothing contained in this Agreement conveys nor is it intended to convey upon the Employee a contract of employment. Further, nothing contained in this Agreement conveys nor is it intended to convey a right to telework. Telework is a management option. The decision to institute or approval of any telework arrangement is within management’s authority and is not an employee entitlement.

**11. Affirmation** As it relates to the Employee, by their signature below, the Employee affirms that they have read this entire Agreement and that they understand and agree to its entire content. They also affirm that they have been made aware of the following: the scope of this Agreement; [ORG]’s right to terminate this Agreement at any time for any reason, or no reason at all; their responsibilities for documenting time, attendance, approval of leave requests and requirements governing the approval of overtime and compensatory time; terms and conditions related to [ORG]’s right to inspect the Telework Site; performance requirements and measurement; obligations related to reporting for duty; proper use and safeguarding of [ORG]/ property and Confidential Information and Sensitive Information; maintenance of records; and standards of conduct.

I have read and agree to the terms of this telework policy \_\_\_\_\_\_\_

**Attachment A - Employee Telework Site Safety Checklist**

|  |  |  |
| --- | --- | --- |
| **#** | **Employees must complete the following Safety Checklist prior to commencement of the Telework Agreement** | **Yes/No** |
| 1 | Workspace is away from noise, distractions, and is devoted to your work needs? |  |
| 2 | Workspace accommodates workstation, equipment, and related material? |  |
| 3 | Floors are clear and free from hazards? |  |
| 4 | File drawers are not top-heavy and do not open into walkways? |  |
| 5 | Phone lines and electrical cords are secured under a desk or along a wall, and away from heat sources? |  |
| 6 | Temperature, ventilation, and lighting are adequate? |  |
| 7 | All stairs with four or more steps are equipped with handrails? |  |
| 8 | Carpets are well secured to the floor and free of frayed or worn seams? |  |

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| --- | --- | --- |
| **#** | **Fire Safety** | **Yes/No** |
| 9 | There is a working smoke detector in the workspace area |  |
| 10 | A home multi-use fire extinguisher, which you know how to use, is readily available? |  |
| 11 | Walkways aisles, and doorways are unobstructed? |  |
| 12 | Workspace is kept free of trash, clutter, and flammable liquids? |  |
| 13 | All radiators and portable heaters are located away from flammable items? |  |
| 14 | You have an evacuation plan so you know what to do in the event of a fire? |  |

|  |  |  |
| --- | --- | --- |
| **#** | **Electrical Safety** | **Yes/No** |
| 15 | Sufficient electrical outlets are accessible? |  |
| 16 | Computer equipment is connected to a surge protector? |  |
| 17 | Electrical system is adequate for office equipment? |  |
| 18 | All electrical plugs, cords, outlets, and panels are in good condition? No  exposed/damaged wiring? |  |
| 19 | Equipment is placed close to electrical outlets? |  |
| 20 | Extension cords and power strips are not daisy chained and no permanent extension cord is in use? |  |
| 21 | Equipment is turned off when not in use? |  |
| **#** | **Computer Workstation** | **Yes/No** |
| 22 | Chair casters (wheels) are secure and the rungs and legs of the chair are sturdy? |  |
| 23 | Chair is adjustable? |  |
| 24 | Your back is adequately supported by a backrest? |  |
| 25 | Your feet are on the floor or adequately supported by a footrest? |  |
| 26 | You have enough leg room at your desk? |  |
| 27 | There is sufficient light for reading? |  |
| 28 | The computer screen is free from noticeable glare? |  |
| 29 | The top of the screen is at eye level? |  |
| 30 | There is space to rest the arms while not keying? |  |
| **#** | **Other Safety, Security Measures** | **Yes/No** |
| 31 | Files and data are secure? |  |
| 32 | Materials and equipment are in a secure place that can be protected from damage and misuse? |  |

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Employee’s Signature Employee’s Printed Name Date

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Supervisor’s Signature Date

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

Chief Information Officer’s Signature Date