



## Telework Policy and Agreement

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### Purpose

Telework (also known as telecommuting) is the practice of working at home or another secondary work site location one or more days per pay period instead of working at the primary \_\_\_\_\_ office at \_\_\_\_\_.

Teleworking is a work alternative that can increase employee productivity, reduce absenteeism, and reduce costs for \_\_\_\_\_ while offering a more flexible work option for select employees. Teleworking is offered only where it is a clearly viable work option with tangible benefits to the organization.

The telework option is not an employee benefit – it is a management option that provides an alternative means to fulfill work requirements. Teleworking is NOT designed to be a replacement for appropriate child care. Participating in a telework program is strictly voluntary – all employees have the right to refuse telework. As such, the opportunity to engage in telework must be approved by both the employee and the employee's supervisor, and must demonstrate mutual benefit.

The employee's compensation, benefits, work status, and work responsibilities will not change as a result of participation in the telework program.

### Eligibility

Full-time employees who have completed their orientation period and have worked at \_\_\_\_\_ for a minimum of 6 (or 9 or 12) months are eligible for the telework program. New hires and employees in a training capacity will not normally be approved to participate in the telework program.

The decision to allow an employee to telework will be made by the employee's supervisor on a case-by-case basis. In addition to length of employment, other factors that will be considered in the decision include:

- Overall job performance as documented in performance reviews,
- Degree of organizational, prioritization, and time-management skills,
- Ability to work independently in an unsupervised environment, and
- Disciplinary record from the past 12 months, especially in the areas of punctuality, and attendance and meeting of deadlines.

Some tasks and jobs are not suited to telework because they require extensive use of onsite resources, hands-on service, or face-to-face interaction. Due to the nature of their responsibilities, the following job positions are not eligible for the telework program:

- [List job title]
- [List job title]
- [List job title]

## Application Process

To apply for the telework program, employees will have to complete the attached application. The telework agreement will be reviewed at least annually [or every 6 months] to ensure that the agreement continues to be beneficial to both the employee and \_\_\_\_\_.

## Hours/Availability

A regular telework schedule must be established and approved prior to the start of the work arrangement by the teleworker's supervisor. The number of hours the employee is expected to work per day, or per pay period, will not change as a result of participating in the telework program.

Teleworking employees are required to work during the core hours of \_\_\_\_\_ [start time] and \_\_\_\_\_ [end time], in addition to hours outside of the core hours required to meet the expected number of work hours for the day or pay period. Non-exempt teleworkers are required to submit time sheets in accordance with \_\_\_\_\_ policy. Hours worked in excess of those specified per day and per work week, in accordance with state and federal requirements, will require the advance approval of the supervisor. Failure to comply with this requirement can result in the immediate cessation of the telecommuting agreement.

Teleworking employees are required to be available by phone during scheduled hours \_\_\_\_\_ [core hours] with the exception of the lunch period. The employee must have a voice mail system to ensure unimpeded availability. Teleworkers are required to modify their primary voicemail message to indicate that they may be reached at an alternate phone number or that they will be checking messages regularly. Employees are required to check for messages every \_\_\_\_\_.

Full-time telework is allowed only when necessary and justified (i.e. to accommodate a disability or continuing health problem).

Temporary telework arrangements are permissible under the following circumstances:

- During convalescence from illness or injury,
- While a family member is recovering from an illness or injury and needs at-home assistance,

- During the last few weeks of pregnancy, or immediately after the birth of a child,
- To complete special project work that requires minimal interruptions, or
- When the primary worksite is inaccessible or uninhabitable due to construction, accident, inclement weather, or natural disaster.

The supervisor reserves the right to require a teleworking employee to return to the primary work location on a regularly scheduled teleworking day if warranted. If this situation becomes frequent, the supervisor may re-evaluate the appropriateness of the teleworking arrangement for that individual's job responsibilities.

If a teleworking employee is sick while working at home, the employee must report hours worked and use sick leave for hours not worked.

## Work Space

The employee will establish an appropriate work environment within which to perform their job responsibilities. The employee's offsite, secondary work location is to be considered an extension of the primary work location. \_\_\_\_\_ will not be responsible for costs associated with initial setup of the employee's home office such as remodeling, furniture or lighting, nor for repairs or modifications to the home office space. The employee is responsible for ensuring that the telework arrangement is in accordance with any zoning regulations.

The secondary workspace must provide an adequate working area, lighting and power. Any additional requirements will be stipulated in the Telework Agreement.

The supervisor must be allowed to inspect the offsite workspace with one working day notice as part of the ongoing monitoring process to ensure it meets minimum health and safety standards [this has to be verified with the local government to ensure this provision is permissible. Jurisdictions vary on this.] The employee promises to maintain safe working conditions at the secondary work location and to practice the same safety habits in the designated secondary workspace as in his/her primary workspace.

## Confidentiality and Security

Employees who telework are expected to ensure the protection of proprietary association and member information and to maintain the same level of security of association information, records, documents and equipment as is the policy in the primary \_\_\_\_\_ offices. This includes, but is not limited to, use of locked file cabinets, storage of flash drives and other electronic devices, regular password maintenance, and any other steps appropriate for the job and the environment.

## Equipment/Software/Services

\_\_\_\_\_ will provide the following equipment, software, and services at the secondary workspace: [e.g., hardware, software, modems, phone lines, fax equipment, photocopiers, scanners, pens, paper, letterhead, etc.] [If this varies from employee to employee, this can read “\_\_\_\_\_ will provide equipment, software and services at the secondary workspace on a case-by-case basis.” Then it can be specified in the agreement.]

- [Name equipment/software/service]
- [Name equipment/software/service]
- [Name equipment/software/service]

\_\_\_\_\_-owned/supplied equipment is to be used for \_\_\_\_\_ business only. The employee will sign an inventory of all office property and agrees to take appropriate action to protect the items from damage or theft. \_\_\_\_\_ will maintain equipment supplied by the organization. When the telework agreement is terminated, the employee must return all association-owned/supplied equipment and software, and request cancellation of all services paid for by \_\_\_\_\_, within \_\_\_\_\_ business days.

The teleworking employee may be allowed to use the following personally owned equipment, software, or service, with the prior approval of his/her supervisor:

- [Name equipment/software/service]
- [Name equipment/software/service]
- [Name equipment/software/service]

Maintenance and repair of personally-owned equipment is the responsibility of the employee. \_\_\_\_\_ accepts no responsibility for damage or repairs to employee-owned equipment. All personally-owned equipment, such as computer hardware and software, must meet \_\_\_\_\_’s configuration and security requirements [specify any].

\_\_\_\_\_ will reimburse telework employees for the following costs/services that are reasonably incurred in accordance with job responsibilities, assuming that the appropriate documentation and receipts are provided:

- [Name cost/service]
- [Name cost/service]
- [Name cost/service]

However, \_\_\_\_\_ will not pay for increases in the employee’s home utility costs or homeowner’s insurance rates.

**Liability** [Verify what the organization's worker's compensation insurance provider allows.]

\_\_\_\_\_ will continue to be liable for any accidents that occur in the secondary workspace during scheduled work hours while the employee is performing work tasks. \_\_\_\_\_ will not be held responsible for injuries incurred by others in the employee's home during working hours. In the event of an injury while working in the secondary workspace, the employee must contact his/her supervisor immediately (or as circumstances permit) to get instructions for obtaining medical treatment. The appropriate forms are to be completed as soon as feasible.

## Tax Reporting

Responsibility for tax and other legal implications for the business use of the employee's home, based on IRS and state and local government restrictions, rests solely with the employee.

## Trial Period

Upon signing the Telework Agreement, a three-month trial period will commence. Telecommuting arrangements are made on a trial basis for the first three months and may be discontinued at any time at the request of either the telecommuter or the organization.

Evaluation of the employee's performance during the trial period will include \_\_\_\_\_ [frequency] interaction by phone and e-mail between the employee and his/her supervisor, and weekly face-to-face meetings to discuss work progress and problems. At the conclusion of the trial period, the employee and his/her supervisor will each complete an evaluation of the arrangement and make recommendations for continuance and/or modifications. Evaluation of the teleworker's performance will be consistent with that received by employees working at the primary \_\_\_\_\_ office in both content and frequency but will focus on work output and completion of objectives.

## Termination

The availability of the telework arrangement for \_\_\_\_\_ employees can be discontinued at any time for any reason at the discretion of \_\_\_\_\_ management. Every effort will be made to provide 30 days notice of such change to accommodate commuting, child care and other problems that may arise from such a change. There may be instances, however, where no notice is possible.

[NOTE: It is important, if you decide to implement a telecommuting policy, that you check with your workers' compensation insurance carrier to determine your liability. You will also need to check with your business property insurance carrier to determine the organization's liability for damage or loss of equipment that is maintained at the home of a telecommuting employee.]

# Telework Agreement

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Employee's Name: \_\_\_\_\_

Department: \_\_\_\_\_

Supervisor's Name: \_\_\_\_\_

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

Outlined below are the terms and conditions for teleworking as agreed upon by the participating employee named above and his/her supervisor.

The employee agrees to work at the following location:

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The employee will telework \_\_\_ days per week. Below is a complete work schedule for both days in and out of the office:

Day	Hours	Location
Monday		
Tuesday		
Wednesday		
Thursday		
Friday		
Other		

Special schedule requirements:

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The following duties must be performed by the employee at the secondary location [attach additional documentation if insufficient room]:

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The following \_\_\_\_\_-owned equipment will be used by the employee at the secondary location:

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The following personally-owned equipment will be used by the employee at the secondary location:

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The employee will be reimbursed for the following costs:

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The following conditions also apply as agreed upon by the employee and his/her supervisor:

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I, \_\_\_\_\_ (supervisor's name), have reviewed the above information with \_\_\_\_\_ (employee's name) prior to his/her participating in \_\_\_\_\_'s telework program.

Supervisor's Signature: \_\_\_\_\_

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

I, \_\_\_\_\_ (employee's name), have read and understand the Telework Policy, and agree to abide by its rules. I also understand that this Telework Agreement is not an employment contract or an employment benefit. This agreement is being entered into by me voluntarily, and may be terminated by my supervisor at any time, for any reason.

Employee's Signature: \_\_\_\_\_

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

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