

INTERIM TELEWORK AGREEMENT

TELEWORK AGREEMENT

This Agreement, entered into effective _____, is
Date
between _____ (hereinafter referred to as
Name of employee
"Employee"), an employee of _____ (hereinafter referred to as
Agency
"Agency"), within the State Personnel Management System. It establishes the
respective obligations of the parties under the State of Connecticut's Telework
Program.

The parties agree as follows:

Scope of Agreement

Other than those duties and obligations expressly imposed on Employee under this Agreement, the duties, obligations, responsibilities and conditions of Employee's employment with the Agency remain unchanged

The terms "telework site" shall mean Employee's residence or designated remote work location.

The term "Official Duty Station" shall mean Employee's usual and customary Agency work address or other location as approved by Employee's supervisor.

The term "workspace" shall mean the area within the main or telework site, which has been designated as Employee's personal work area.

The term "work plan" shall mean a specific set of defined work expectations to be met each time Employee works at a telework site.

Term of Agreement

This Agreement shall become effective as of the date first written above, and shall remain in full force and effect consistent with the Guidelines for the duration of the Interim Program unless otherwise mutually agreed.

Eligibility Requirements

Eligibility for a telework assignment is determined by the principles and processes set forth in the Interim Telework Guidelines and is not available to employees in positions excluded by those Guidelines unless and until they are modified by the parties.

Termination of Agreement

Employee agrees that participation as a teleworker is voluntary and is available only as long as Employee is deemed eligible consistent with the applicable Interim Telework Guidelines. The Agency will not be held responsible for costs, damages or losses resulting from cessation of Employee's participation as a teleworker. This Agreement is not a contract of employment and may not be construed as one.

Compensation and Leave

While teleworking, Employee agrees to obtain supervisory approval in advance before performing overtime and before taking leave. Working overtime without such approval may result in termination of the teleworking privilege and/or other appropriate action.

Standards of Conduct

Employee agrees to be bound by all applicable regulations, policies, and procedures while working at the telework site just as he or should be at the worksite. Violation of the foregoing may result in disciplinary action consistent with the normal principles of just cause, and could result in the termination of this Agreement

Use of Equipment – General Equipment and Environmental Conditions

The Agency is responsible for preventative maintenance, repair, relocation, and replacement of Agency-owned equipment. In the case of equipment malfunction, Employee must notify his or her supervisor in a timely fashion in order to affect immediate repair or replacement of such equipment. Depending on assigned duties, Employee may be required to report to the designated official duty station. Any change in Employee's remote work site that involves the relocation of installed equipment owned by the Agency must be discussed in advance with Employee's supervisor to ensure the equipment is handled properly.

Furniture, lighting, and household safety equipment, incidental to use of Employee or Agency-owned equipment, software and supplies shall be appropriate for their intended use and shall be used and maintained in a safe condition, free from defects and hazards.

Agency-Owned Equipment

The Agency, at its sole discretion, may choose to purchase equipment and related supplies for use by Employee while teleworking. The decision as to the type, nature, function and/or quality of electronic hardware (including, but not limited to, computers, printers, modems, data processors and other terminal equipment), computer software, data and telecommunications equipment (i.e., telephone lines) shall rest entirely with the Agency and the Department of Administrative Services, Bureau of Enterprise Systems and Technology. The decision to remove or discontinue use of such equipment, data and/or software shall rest entirely with the Agency. Equipment purchased by the Agency for use by Employee shall remain the property of the Agency.

Employee agrees that use of equipment, software, data, supplies and furniture, provided by the Agency for use at the remote work site, is limited to authorized persons and for purposes related to work. The Employee is expected to use such equipment with reasonable care.

Workspace

Employee agrees to designate a workspace within Employee's telework site for placement and installation of equipment. The Agency must approve the site chosen as Employee's designated workspace. The workspace must be adequate for performance of Employee's official duties. Employee shall maintain this workspace in a safe condition, free from hazards and other dangers to Employee and equipment. Employee is responsible for installing fire/smoke detectors in the remote work site. Employee must work at the designated official duty station when not in the telework site.

Inspections

With notice, Employee agrees that the Agency may make on-site visits to the designated workspace for the purposes of verifying that Employee is teleworking as scheduled, determining that the site is safe and free from hazards, and maintaining, repairing, inspecting or retrieving Agency-owned equipment, software, data, or supplies. The Agency will make inspections only during Employee's scheduled telework hours.

Telework Schedule and Work Status

Employee's supervisor must agree to any changes to Employee's Telework Schedule in advance. Employee agrees to maintain contact with the official duty station as specified in the Work Performance Section of this Agreement.

Employee agrees to perform only official duties and to refrain from conducting personal business while on work status at the telework site. Personal business includes, but is not limited to, caring for dependents or making home repairs as well as any outside employment or outside income where telework will enable, or create the appearance of enabling, the employee to co-mingle state and non-state work during established telework hours. Employee may be approved to be out of the official work site no more than 50% of their work week. If an employee has an approved alternate work schedule where they are out

of work during the work week, this will be included in the 50% calculation of time out of the official work site.

Agreed upon Schedule as follows:

The Employee will telework ___day(s) per pay period ___pay period(s) per month on the following days

Fri. Sat. ___ Sun. ___ Mon. Tues. Wed. Thurs.

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The teleworker's scheduled work hours are from _____ to _____

The teleworker's scheduled breaks are from _____ to _____ and from _____ to _____.

The teleworker's scheduled meal period is from _____ to _____.

There may be instances of situational telework occurrences where the supervisor/manager will approve on a case-by-case basis, hours worked by the teleworker which were not part of the above approved ongoing and regular telework schedule.

Work Performance

A work plan must be established by Employee's supervisor before each telework day.

Each telework day, Employee must complete a work report, detailing the work performed. This worksheet must be submitted to the supervisor upon Employee's next work day.

Employee is required to maintain regular contact with the supervisor and office staff each telework day, be available to accept calls, return calls promptly, and be accessible by email.

Employee understands that failure to complete work assigned and/or failure to maintain the required contact with Employee's supervisor and office staff may result in disciplinary action subject to just cause standards, and a decline in work performance may result in termination of this Agreement by the Agency consistent with the interim guidelines..

Supplies

With proper, advance approval to remove, the Employee is expected to obtain from the main work site all supplies that are needed for work at the telework site.

Reimbursement

Employee agrees that the Agency will not be responsible for operating costs, home maintenance, or any other incidental cost (e.g., utilities, telephone, insurance) whatsoever, associated with the use of Employee's residence. Employee further understands that it is Employee's responsibility to determine any tax implications of maintaining a telework site in Employee's home. Employee is encouraged to consult with a qualified tax professional to discuss tax implications.

Liability for Injuries

It is understood that Employee is covered under the Connecticut Workers' Compensation law if injured in the course of actually performing official duties at the telework site during work hours. Employee agrees to notify Employee's supervisor immediately of any accident or injury that occurs at the telework site and to complete any required forms. The Agency agrees to investigate such a report in accordance with existing policies.

Employee understands that the Agency will not be liable for damages to Employee's personal or real property while Employee is working at the remote work site, except to the extent required by Connecticut Law.

Security of Confidential Information

Employee agrees that all Agency-owned data, software, equipment, facilities and supplies must be properly protected and secured. Agency-owned data, software, equipment, facilities and supplies must not be used to create Employee-owned software or personal data. Employee will comply with all Agency policies and instructions regarding security of confidential information. Any software, products or data

created as a result of work-related activities are owned by the Agency and must be produced in the approved format and medium.

Disclosure

Employee agrees to protect Agency records from unauthorized disclosure or damage and will comply with all requirements of law regarding disclosure of Agency information.

Other Action

Nothing in this Agreement precludes the Agency from taking any appropriate disciplinary action against Employee consistent with the principles of just cause. Such disciplinary action is subject to the Union's grievance procedures.

TELEWORK ACKNOWLEDGEMENT

By my signature below, I affirm that I have read and understand this Agreement and agree to be bound by its terms as a condition of participation in the Telework Program.

Employee

Date

By my signature below, I affirm that, as Employee's supervisor/manager, I have reviewed this Agreement with Employee and have approved it in accordance with the Interim Statewide Telework Guidelines.

Supervisor/Manager

Date