



# TELEWORK AGREEMENT

This Agreement is effective between \_\_\_\_\_ (hereinafter "the employee") and Department of \_\_\_\_\_ (hereinafter "the department"). The parties agree as follows:

## Scope and Duration of Agreement

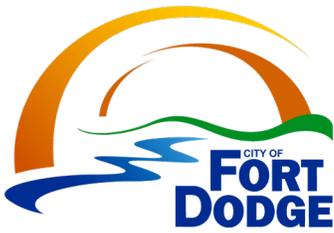
1. This Agreement shall become effective as of \_\_\_\_\_ and shall remain in full force and effect until \_\_\_\_\_, unless modified or rescinded by the department.
2. The term "office workplace" is the official work site of the department, which is the usual and customary location of the department's offices or an alternate location as set forth in the terms and conditions of this agreement.
3. The employee agrees to perform his/her assigned duties for the department as a "teleworker." The employee agrees that teleworking is for a temporary period and may be terminated at any time at the discretion of the department.
4. 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 department remain unchanged as a result of entering into this Agreement. The employee's salary and participation in employee pension, benefits, and City-sponsored insurance plans shall remain unchanged so long as the hours worked remain unchanged.

## Termination of Agreement

5. The employee's participation as a teleworker is available only to employees deemed eligible at the department's discretion. There exists no right to telework. The department may terminate the employee's participation as a teleworker, upon written notice of five (5) working days, unless the department director states in writing that conditions exist requiring less than five (5) days. The department will not be held responsible for costs, damages or losses resulting from terminating this Agreement. This Agreement is not a contract of employment and will not be construed as such.

## Compensation

6. The employee agrees that work hours, overtime compensation, and vacation schedules will conform to existing policies and procedures during the term of this Agreement. The employee will be paid in accordance with state law, City of Fort Dodge policies/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, employee's furniture, equipment or supplies used in the employee's home, transportation for commuting to and from the official work site, picking up or delivering work-related materials, or for any other employment-related activity or duty, or any home costs for utilities incurred in the performance of the employee's work-related duties.
7. The employee shall not work overtime for which additional compensation might be due without supervisory approval in advance. If the employee works overtime that has been approved in advance, the employee will be compensated in accordance with applicable laws, rules or collective bargaining agreements. By signing this Agreement, the employee agrees that failing to obtain proper approval for overtime work may result in removal from telework or appropriate disciplinary action. The employee must obtain supervisory approval before taking leave, in



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accordance with established procedures. By signing this Agreement, the employee agrees to follow established procedures for requesting and obtaining approval of leave.

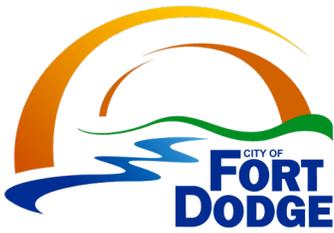
8. Teleworkers must report to their official work site on scheduled telework days if requested by the manager. A request by the manager or the employee to report to the official work site shall not be construed as a termination of the telework arrangement. The employee's travel to the official work site is considered commute time, not hours of work, unless the employee is called into the official work site unexpectedly during the scheduled hours of a telework day.

## Leave

9. Regulations regarding leave remain unchanged under the Telework Program. Leave must be requested and approved in accordance with existing practices, laws, regulations and county and departmental policy.
10. Managers must clearly articulate the rules for use of leave and the leave approval process. Telework employees are expected to adhere to the same policies and procedures as non-telework employees.
11. Employees at a telework site who experience an emergency (e.g., power outage) which interferes with their ability to perform work must contact their manager. Employees may be directed to report to the official work site or another approved telework site to complete their workday.

## Equipment and Supplies

12. The employee is responsible for the safekeeping of all department equipment and supplies located in the off-site work location.
13. The employee agrees that all equipment, software and supplies provided by the department for use at the telework site are to be used only for department business and may be used only by the employee or other persons authorized by proper management authority.
14. The department, at its sole discretion, may choose to purchase equipment and related supplies for use by the employee while teleworking. This decision shall rest entirely with the department. The decision to discontinue use of such equipment shall rest entirely with the department. Equipment purchased by the department for use by the employee shall remain the property of the department.
15. In the event of equipment failure or malfunction, the employee agrees to immediately notify the department and cooperate to effect immediate repair or replacement of such equipment. The employee is responsible for returning inoperable equipment to the department 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 department's discretion.
16. All equipment supplied by the department will be inventoried and accounted for to the department by an inventory list signed by the employee.
17. The employee will not modify or alter any equipment nor relocate it without prior approval by the department. The employee will ensure that all department-owned equipment is used only by department-authorized personnel. Periodic inspections of the telework site may be made at reasonable times to ascertain the condition of department-owned equipment.
18. The employee agrees that all department-owned data, software, equipment, and supplies must be properly protected and secured. Department-owned data, software, equipment and supplies must not be copied in violation of law or the department's (or City's) licensing agreements with



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its vendors. The employee will comply with all applicable policies and instructions regarding conflicts of interest and confidentiality. The employee agrees that, on termination of employment or at the direction of the department, the employee will return all property belonging to the department in the employee's possession or control of the department to the office work site.

19. Furniture, lighting, electrical and telephone services and household safety equipment incidental to the use of the department-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.

## **Workspace and Inspections**

20. 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 department equipment. The telework site must be free from distractions and disturbances from children, pets, family members and others during work hours. The telework site is subject to inspection and approval by the department.
21. The employee agrees that the department head or other designated City supervisor 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 department-owned equipment, software, data and/or supplies.
22. 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, the manager may immediately terminate the employee's telework agreement and the employee must surrender all County-owned equipment and supplies and return to the official work site.
23. In the event legal action is necessary to regain possession of department-owned equipment, software, data and/or supplies, the employee agrees to pay all costs of such action, including attorney's fees, should the department prevail.
24. The department shall set forth phone communication needs and expectations with the employee.
25. The employee agrees that the department 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 home in order to create the telework site. The department will install, if necessary and agreed to, work-related equipment at the department's expense upon the employee's first entry in the Telework Program. If the employee changes from one telework site to another, the cost of terminating service at the former location and establishing service at the new location will be the responsibility of the employee, unless the department determines that it would be in the department's best interest to pay such costs.

## **Work Performance**

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 modification or termination of the employee's participation in teleworking. In such instance, the employee may, without right of appeal, be required to return to work at the official worksite.



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## **Liabilities for Injuries**

The employee's and the department's liability and respective obligations shall be governed by Iowa law.

## **Responsibilities of Teleworkers**

28. 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.
29. Accurately report time and attendance. The employees must submit their time and attendance in accordance with existing policy making certain to appropriately code their hours of telework.
30. Contact the official work site to retrieve messages and to request from management approval of a change in telework site.
31. Meet organizational requirements regarding communication and accessibility.
32. Protect all city equipment by securing unattended laptops or other equipment whether it is in the office, home or while in travel status.
33. Protect and store confidential physical and electronic information in a manner ensures its confidentiality and immediately report information system security incidents.
34. Report any work-related accidents.

## **Miscellaneous Conditions**

35. The employee agrees to participate in all studies, inquiries, reports and analyses related to telework.
36. The employee remains obligated to comply with all department rules, policies, practices, instructions, telework guidelines and this Agreement, and understands that violation of such may result in preclusion from telework and/or disciplinary action, up to and including termination of employment.

## **Amendments**

37. This Agreement may be modified, amended or terminated at any time by written notification from the department to the employee, as necessary, to ensure that the operating needs of the department are met.

## **Disclaimer**

38. Nothing contained in this Agreement conveys nor is it intended to convey upon the employee a contract of employment.

