

EMPLOYEE IN-STATE TELECOMMUTING AGREEMENT TEMPLATE

Legal Authority: The rules of the Division of Human Resources are adopted pursuant to Section 67-5309, Idaho Code. The Division shall determine the policies of the Idaho Personnel System.

Terms of Telecommuting Agreement

The terms of this agreement must be read in conjunction with agency specific telecommuting policies. Signatures certify they will abide by the terms of this agreement, all applicable telecommuting policies, and all agreement specific terms established by the employing agency

1. Safety

- Employee will verify the safety of an alternate worksite using the self-reporting safety checklist in Section II of this agreement.
- Employee is covered by the Idaho State Insurance Fund's Workers' Compensation Program, as appropriate, if injured while working at the alternate worksite.
- Employee agrees to bring to the immediate attention of his/her supervisor any accident or injury that occurs while working at an approved alternate work location.
- Supervisor will investigate all accident and injury reports immediately following notification.
- Agency reserves the right to inspect the alternate work location to ensure safety standards are met.

2. Confidentiality and Information Security

- Employee will apply approved safeguards, in accordance with agency policy, to protect agency or state records from unauthorized disclosure or damage and will comply with all records and data privacy requirements set forth in state law, agency specific policies, and state policies.
- Employee will conduct work at the alternate work location in compliance with all information security standards.

3. Work Standards and Performance

- Employee will meet with their supervisor to receive assignments and to review completed work as the supervisor deems necessary or appropriate.
- Employee may be required to return to the central work location on scheduled telecommuting days based on operational requirements.
- Employee will complete all assigned work according to procedures mutually agreed upon by the employee and the supervisor, and according to guidelines and expectations stated in the employee's job description and performance plan.
- Supervisor will regularly evaluate and provide feedback on the employee's job performance.
- Employee agrees to perform telecommuting work at the agency-approved alternate work location(s) and times defined in this agreement unless they notify and receive explicit approval from a supervisor to temporarily shift telecommuting work to another alternate work location or time period. Failure to comply with this provision may result in termination of the telecommuting agreement, and/or appropriate disciplinary action.
- Telecommuting is not to be viewed as a substitute for dependent care and must be disclosed. Telecommuters with dependent care situations are encouraged to have alternative solutions for providing care during the agreed upon work hours.

4. Compensation and Benefits

- All pay rates, leave/retirement benefits, and travel reimbursements will remain as if the employee performed all work at the employee's established central workplace.

4. Compensation and Benefits(cont.)

- A non-exempt employee who telecommutes and has approved overtime at the direction of a supervisor will be compensated in accordance with applicable law and state policy.
- Employee understands that supervisors will not accept unapproved overtime work from non-exempt employees. By signing this form, employee agrees that failing to obtain proper approval for overtime work may result in termination of the telecommuting agreement and/or appropriate disciplinary action.
- Employee must obtain supervisory approval before taking leave in accordance with established office procedures. By signing this form, employee agrees to follow established procedures for requesting and obtaining approval of leave.

5. Equipment and Expenses

- Employee who borrows agency equipment agrees to protect such equipment in accordance with agency guidelines. State-owned equipment will be serviced and maintained by the appropriate agency.
- If employee provides their own equipment, employee is responsible for servicing and maintaining it.
- Neither the agency nor the state will be liable for damages to an employee's personal or real property during the performance of assigned work or while using state equipment in the employee's residence.
- Neither the agency nor the state will be responsible for operating costs, home maintenance, or any other incidental costs (e.g., utilities) associated with the use of the employee's residence.

6. Initiation and Termination of Agreement

- The agency and employee understand that telecommuting shall be governed by the same state personnel policies as those applicable to employees at the agency's central workplace except as modified by this agreement.
- Agency concurs with employee participation and agrees to adhere to applicable policies and procedures.
- Employee may terminate this telecommuting agreement at any time unless telecommuting work is a condition of employment. Reasonable notice to the agency should be provided when possible.
- Agency may terminate this telecommuting agreement at any time. (Agreement may be terminated for reasons to include, but not limited to, declining performance and organizational benefit). Reasonable notice to the employee is recommended when feasible.

7. Agreement Agency Specific Terms and Conditions:

- INSERT HERE or ADD ATTACHMENT

NOTE: The language used in this agreement does not create an employment contract between the employee and the agency. This agreement does not create any contractual rights or entitlements, but, instead, establishes conditions for permitting an employee to qualify for and continue to exercise the privilege of telecommuting. The agency reserves the right to revise the content of this agreement or its terms, in whole or in part, at its discretion. No promises or assurances, whether written or verbal, which are contrary to or inconsistent with the terms of this paragraph are binding upon the agency.

EMPLOYEE TELECOMMUTING AGREEMENT TEMPLATE (CONT.)

Section I – This document constitutes the terms of the telecommuting agreement for:	
1. Employee <i>(Last Name, First, Middle Initial)</i>	2. Job Title
3. Agency	4. Alternate Work Location(s) Address(es)
5. Telecommuting Arrangement Implementation Dates <i>(Agreement should be reviewed annually and revalidated at least once every two years)</i>	
a. Start Date b. End Date	
6. Alternate Work Location(s) Telephone Number(s) (Include Area Code)	7. Dependent Care Consideration(s) <input type="checkbox"/> YES <input type="checkbox"/> NO

Telecommuting Arrangement Category (select one)	
<input type="checkbox"/> Full-Time Telecommuting Employee telecommutes their entire work schedule from the alternate work location(s) documented herein.	<input type="checkbox"/> Flexible Telecommuting (only available inside the State of Idaho) Employee consistently telecommutes less than 40 hours per week on a sporadic or task driven basis. May be expected and/or required to work in a telecommuting mode for limited periods in response to a specific agency need. The notice and approval process for the employee to request a shift to telecommute must be documented in the notification and approvals section below.
Flexible Telecommute Pattern - Document the normal pattern of days and hours the employee will telecommute each week. Document the process required to request and receive approval for deviations in days or hours in the notification and approvals section to the right.	Notification and Approvals - Document the notification and approval processes required for the employee to request and receive approval for telecommuting locations or telecommuting schedule changes.
<input type="checkbox"/> Sunday <input type="checkbox"/> Monday <input type="checkbox"/> Tuesday <input type="checkbox"/> Wednesday <input type="checkbox"/> Thursday <input type="checkbox"/> Friday <input type="checkbox"/> Saturday	IT Security – Document Employee compliance with State and agency IT security standards and requirements.
Normal work hours at alternate work location will be from <input type="checkbox"/> AM <input type="checkbox"/> PM to _____ <input type="checkbox"/> AM <input type="checkbox"/> PM	Employee telecommuting training date:

Continuity of Operations "Emergency Closing" Status (select one)	
Employee <input type="checkbox"/> IS or <input type="checkbox"/> IS NOT expected to telecommute for the duration of an emergency pursuant to a pandemic and/or when the employee's central agency workplace is closed due to natural or manmade emergency situations (e.g., snowstorm, tornado, act of terrorism, etc.). If employee is unable to telecommute during an emergency due to illness or dependent care responsibilities, the employee must take appropriate leave. The employee may be asked and expected to report to an agency central workplace, other alternative locations, or be granted emergency closing authorization, on a case-by-case basis, when other circumstances (e.g., power failure) prevent the employee from telecommuting at the alternate work locations listed above.	
Employee Signature	Date
Authorized Supervisor or Manager Signature	Date
Appointing Authority/Designee	Date

Section II – Employee Self Reporting Safety Checklist

1. Temperature, ventilation, lighting, and noise levels are adequate for maintaining a work location.	Y	N
2. Electrical equipment is free of recognized hazards that would cause physical harm (frayed, exposed, or loose wires; loose fixtures; bare conductors; etc.)	Y	N
3. Computer equipment is connected to a surge protector.	Y	N
4. Alternate work location is free of any obstructions that could restrict visibility and movement (including doorways).	Y	N
5. File cabinets and storage closets are arranged so drawers and doors do not enter into walkways.	Y	N
6. Phone lines, electrical cords, and surge protectors are secured under a desk or alongside a baseboard.	Y	N
7. Clear understanding of state and agency computer security requirements	Y	N
8. Work location space is free of excessive amounts of combustibles, floors are in good repair, and carpets are well	Y	N
9. Internet access is available and provided by employee.	Y	N

I verify that this safety checklist is accurate and that my alternate work location within the State of Idaho is a safe and secure place to work. I agree that I am responsible for ensuring my taxing state is updated appropriately with the State Controller's Office.

Employee Signature	Date
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