

TELEWORK PARTICIPATION AGREEMENT

DEFINITION OF TERMS:

Telework is an alternate method of meeting the needs of the Employer and Employee by having the Employee work away from the regular office. Participation is generally voluntary, but subject to the Employer's approval. Approval for participation is not an employee right or benefit, and once approved, teleworking may be discontinued by the Appointing Authority.

Regular office means the employee's usual and customary work address. It remains the primary work location even if participating in Telework.

AGREEMENT:

1. Telework Policy Acknowledgement by Employee and Employer:

The Employee, Supervisor, and Appointing Authority acknowledge that the Teleworking arrangement is governed by Policy, and all parties hereby agree to abide by the provisions of SPP-0070, *Teleworking Policy*. The parties acknowledge that a copy of SPP-0070 was sent to the Employee and has been read and understood by the parties. _____ Employee initial

2. Term and Scope:

This Agreement, effective _____ (Date) is between _____ (employee name), referred to as "Employee," and _____ (Name of Appointing Authority), referred to as "Employer" or "Appointing Authority." This Agreement remains in effect indefinitely, unless terminated by either party. The parties, intending to be legally bound, agree as outlined in this agreement. Employee agrees to perform services for Employer as a "teleworker." Participation is generally voluntary, but subject to the Appointing Authority's continued approval. Approval for participation is not an employee right or benefit. Teleworking is available only to eligible employees, at Appointing Authority's discretion. Teleworking is not an employee benefit intended to be available to the entire organization. As such, no employee is automatically entitled to, or guaranteed the opportunity to, telework.

Termination of Agreement: Once approved, teleworking may be discontinued by the Appointing Authority. The Employee may terminate their participation in the program upon reasonable notice to the Employer, unless participation was a condition of employment or a requirement of the position. Employer will not be held responsible for costs, damages or losses resulting from cessation of participation in the teleworking program. This Agreement is not a contract of employment and may not be construed as such.

3. Compensation:

- a. Compensation: The Employee's salary is not affected by a teleworking arrangement.
- b. Reimbursements: Any expenditure by the Employee for items necessary for conducting official business shall be pre-authorized by the Employer.
- c. Long distance charges will / will not be reimbursed by the Employer.
- d. Small office supplies, if necessary for the performance of duties at the telework location, such as pens, paper, staples etc. will be supplied by the Employer, retrieved by the Employee from the regular office, and used for official business only.

4. Work Hours:

- a) I acknowledge that I have been informed of my FLSA Exempt/Non-exempt status with the Colorado Department of Labor and Employment. I understand that employees classified as Exempt are not entitled to receive premium pay for overtime hours worked at home or in the regular office location, while Non-exempt employees shall receive one and one-half time their regular hourly rate for all hours worked in excess of 40 in a week for hours worked at home or in the regular office location. I also understand that non-exempt employees may not work any overtime in any location without prior written approval by the employee's Appointing Authority and that my failure to comply with this policy may result in corrective and/or disciplinary action.
- b) Employees who feel that their teleworking schedule or time reporting is not correct (i.e. incorrectly changed, hours not being allowed to be recorded, etc.) shall immediately notify their supervisor to provide the opportunity for prompt attention.
- c) Teleworkers shall follow their scheduled work hours and keep records of time worked, lunches, and breaks as if work was performed at the regular office. A change to the scheduled work hours shall have supervisor approval. All types of leave usage shall have supervisor approval and follow the established leave policies. If eligible for overtime, advance, written supervisory approval shall be obtained before working overtime. The Employee and Employer agree to the following planned teleworking days and hours:

	Day	Start Time	Lunch Break	End Time
<input type="checkbox"/>	Monday	_____	_____ to _____	_____
<input type="checkbox"/>	Tuesday	_____	_____ to _____	_____
<input type="checkbox"/>	Wednesday	_____	_____ to _____	_____
<input type="checkbox"/>	Thursday	_____	_____ to _____	_____
<input type="checkbox"/>	Friday	_____	_____ to _____	_____
<input type="checkbox"/>	Saturday	_____	_____ to _____	_____
<input type="checkbox"/>	Sunday	_____	_____ to _____	_____
<input type="checkbox"/>	Other	<input type="checkbox"/> Day to day occasions as agreed to by supervisor.		

- d) Employee understands that the Employer may alter the Telework schedule and/or require the Employee to report to the regular office indefinitely when emergencies or business needs arise.

5. Work Duties:

The Employee and Employer agree that the following are typical assignments that the Employee will be working on at the telework location. Employer and Employee need to identify work product expectations below. The Employer will identify tracking or record-keeping that is required. _____

6. Liability for Injuries:

Employee understands that the Employee remains liable for injuries to third persons and/or members of Employee's family on Employee's premises. Employee agrees to defend, indemnify and hold harmless Employer, its affiliates, employees, contractors and agents, from and against any and all claims, demands or liability (including any related losses, costs, expenses, and attorney fees) resulting from, or arising in connection with, any injury to persons (including death) or damage to property caused, directly or indirectly, by the services provided herein by Employee or by Employee's

willful misconduct, negligent acts or omissions in the performance of the Employee's duties and obligations under this Agreement, except where such claims, demands, or liability arise solely from the gross negligence or willful misconduct of the Employer.

7. Security and Equipment:

- a) The Employee acknowledges that they have read, understand, and agree to comply with SPP-0008 *Remote Access and Security* and SPP-0026 *Information Technology Security & Usage Policy and Procedures* as well as all other policies and procedures set forth in the CDLE Handbook.
- b) The Employee agrees that, while at the telework location, they will not print or otherwise retain outside of the VPN network, any work-related information, such as social security numbers. All work is to be saved to the Employee's drive through the VPN connection. The Employee will never transmit work-related information, documents or communications using his or her personal email.
- c) The Employee acknowledges awareness of the following legal issue impacting electronic information retention:

On December 1, 2006, a series of amendments to the Federal Rules of Civil Procedure relating to electronically stored information (ESI) took effect. The amendments focus on the retention, destruction, preservation and discovery of ESI. Parties to litigation have always had the obligation to preserve evidence when they knew or should have known that documents or information are relevant to litigation or potential litigation. The new rules merely clarify that the obligation includes electronically stored information.

Every teleworker shall follow departmental document retention policies when working outside of the traditional office. These retention policies apply to personally owned equipment used while teleworking. However, protection of ESI and related document retention policies should not preclude teleworking.

Additionally, when litigation is initiated and HR has issued a hold letter (a hold letter notifies key players that all related ESI shall be preserved), the Employee shall follow all document retention directives as if they are in the traditional office. Although unlikely, this would entail Employees using personal equipment for job-related duties, to make that equipment available to the Employer, if litigation and subsequent discovery requires. Although personal equipment may need to be turned over in litigation proceedings, case law has shown that personal privacy remains a consideration (*Simon Property Group v. mySimon*). In the *Simon* case, four employees were required to turn over personal computers for data harvest; however, a neutral third party was appointed to gather the data and analyze it for relevance, so that only pertinent information to the case was provided.

- d) The employee agrees to immediately notify their supervisor if they suspect or become aware of any compromise to confidential CDLE information or security.
- e) The employee agrees to acquire and pay for a high speed internet connection at the telework location. The service shall be Qwest DSL or Comcast High Speed internet service, not dial-up.
- f) The Employee agrees to acquire and pay for telephone service at the telework location. The Employee agrees to make this phone number available to CDLE staff for work purposes, and authorizes staff to contact the Employee at the personal phone number for work purposes.

g) The Employee guarantees that the PC used for teleworking has the following updated virus protection software and firewall installed:

____ version: ____.

h) The Employer agrees to supply the following computer hardware and software to protect the security of information and to use when working at the telework location:

Cisco VPN Client , VPN login,

i) The Employee agrees to supply the following additional computer hardware and software, if any, to use when working at the telework location: ____.

8. Workspace and Site Inspection:

The following is acknowledged as the Employee's work unit and regular office:

____ Work Section, Team, or Unit

Regular Work Location: 251 East 12th AV; Denver, CO
 633 17th ST; Denver, CO.
 Other: ____

The Employee will be teleworking at the following location:

____ Address

____ Telephone

____ Alternate E-mail Address (if applicable)

____ 2nd Telephone / Cell

Teleworkers are covered by workers' compensation insurance for injuries arising out of the course and scope of employment. Employees are required to immediately report work-related injuries to their supervisor or designated alternate (if the supervisor is not available) and shall comply with all requirements and policies established in law and/or by the employer for workers' compensation claims.

- a) The employee agrees to enroll in the OHR's *Ergonomics Awareness Course for CDLE Teleworkers* training course (when this becomes available) as a condition for approval into this Teleworking Agreement.
- b) The employee agrees to complete and sign the attached *Teleworker's Worksite Self-Checklist*.
- c) The employee agrees to immediately notify the employer if any changes occur to their work location, equipment, software, or work area once this Teleworking Agreement has been approved.
- d) Employee understands that the Employer may make on-site visits during normal business hours to determine that the workspace is safe and to maintain, repair, install or retrieve state-owned equipment, software and/or supplies. All state-owned equipment, software, data, and supplies shall be returned in event of termination of participation in Flexplace, or for any legitimate business reason, such as electronic information retention.
- e) In the event that legal action is required to regain possession of company-owned equipment, software, or supplies, Employee agrees to pay all costs incurred by Employer, including attorney's fees, should Employer prevail.

9. Office Supplies:

Most work or notes pertaining to work are to be performed electronically, eliminating or minimizing the need for office supplies at the remote location in most all circumstances. However, if any minimal supplies or materials are needed, they will be provided by the Employer. The teleworker will keep the agency's supplies in the designated remote location's work area and ensure they are not accessible to other occupants. Out-of-pocket expenses for supplies will not be reimbursed unless by prior written approval.

10. Care of Dependents or Others:

The Employee affirms that they will not provide supervision or care for dependents or other individuals during their telework hours and hereby agrees to not use teleworking as a substitute for such care.

11. Income Tax:

Employee agrees that they are responsible for determining any income tax implications of maintaining a home office area. Employer will not provide tax guidance nor will Employer assume any additional tax liabilities. Employees are encouraged to consult with a qualified tax professional to discuss any income tax implications.

12. Communication:

The Employee agrees to not activate their email "out of office" reply tool when they are teleworking if they are under VPN access. Employee and Employer agree that the following method (select one) and frequency of communication will be utilized by the parties when Employee is teleworking.

- 1. The Employee agrees to respond within ____ (minutes / hours) (if within their scheduled work hours) to any telephone or e-mail request received from a supervisor except when technical or service outages prevent doing so.
- 2. The Employee and Employer agree to reasonable, but undefined communication frequency and methods. If problems arise, the parties agree to establish criteria that will facilitate necessary communication.
- 3. The Employee and Employer agree to establish the following communication methods and frequency: ____.

13. Additional conditions agreed upon by the parties:

_____.

14. OPTIONAL: This Telework agreement and conditions will be evaluated in ____ days and every ____ days thereafter.

After completing all of the above, please complete the signature page, which follows this page.

TELEWORK PARTICIPATION AGREEMENT Signature Page

Instructions:

Employee: All signatures are to be electronic except for this signature page. Please type employee's name and supervisor's name in the indicated fields below, print only this single signature page, sign and date it, and give the signed page to your supervisor.

After all signatures are on the signature page, hard copies (of the signature page only) should be distributed as indicated below.

Complete electronic copies with electronic signatures are to be distributed to all parties as indicated below.

We have read the Telework Participation Agreement and understand and agree to its conditions. The employee further understands that failure to adhere to these conditions may result in termination of the Telework arrangement.

Employee Signature Typed Name: _____ Date _____

Supervisor Signature Typed Name: _____ Date _____

Appointing Authority Typed Name: _____ Date _____

- o Original printed Signature Page (or a scanned image of the original Signature Page) to Gloria Elmer in Human Resources
- o Photocopy of Signature Page to Supervisor
- o Photocopy of Signature page to Employee
- o Electronic Copies of all completed documents go to Supervisor and Employee.