

SAMPLE GEORGIA TELEWORKING AGREEMENT

This telework agreement (hereafter “agreement”), effective (date) _____,
is between (employee name) _____
(hereinafter referred to as “Employee”), an employee of the (Agency)
_____ (hereafter “Agency”). The parties, intending
to be legally bound, agree as follows:

Scope of Agreement

Employee agrees that unless a condition of employment, that teleworking is voluntary and may be terminated, by either the Employee or Agency, with or without cause.

Other than those duties and obligations expressly imposed on Employee under this agreement, the duties, obligations, responsibilities, and conditions of Employee’s employment with Agency remain unchanged. Employee’s salary and participation in the pension, benefit, and Agency-sponsored insurance plans shall remain unchanged.

The terms “remote work location,” “remote workplace,” or “alternate workplace” shall mean Employee’s residence or any alternate office location approved by Agency. The term “office” shall mean Agency’s usual and customary address.

This agreement shall be construed, interpreted, and enforced according to the laws of the State of Georgia.

Work Hours and Leave

Employee agrees that work hours will conform to the terms agreed upon by Employee and Agency.

Employees subject to mandatory overtime agree to obtain advance supervisory approval before performing overtime. Working overtime without such approval may result in termination of the teleworking option and/or other appropriate action.

Employee agrees to obtain advance supervisory approval before taking leave.

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Alternate Workplace

Employee agrees that the alternate workplace is adequate for performance of Employee's official duties. Employee agrees to maintain this workplace in a safe condition, free from hazards and other dangers to Employee and equipment. (Employee should complete a safety self-certification checklist prior to signing this agreement.)

Employee understands that maintaining an adequate alternate workplace will be a condition of continuing the Teleworking Agreement (TA).

Inspections

Employee understands that Agency reserves the right to make on-site visits to the alternate work location for the purposes of determining if the site is conducive to productive work or to investigate Employee's workers' compensation claim.

Inspections may also be conducted to determine if Agency equipment is properly secured and is being used for the purpose it is intended.

Work Schedule and Work Status

Employee agrees to develop a work schedule with Employee's supervisor and Employee's supervisor must agree, in advance, to any changes to Employee's Work Schedule. Employee agrees to provide Employee's timekeeper with a copy of Employee's Work Schedule. Employee agrees to maintain contact with the office as specified in the Work Schedule. Employee agrees that outside the time of work or outside the place designated for work will be deemed to be in Employee's own personal time and place, unconnected with work activities.

Employee agrees to perform only official duties and not to conduct personal business while on work status at the telework location. Personal business includes but is not limited to caring for dependents or making home repairs.

Employee agrees not to conduct any work-related meetings or have business guests at the alternate work location if that alternate work location is the Employee's home.

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Work Performance

Employee agrees to provide regular reports, as required by the supervisor to help evaluate work performance. Employee understands that a decline in work performance may result in termination of this agreement by Agency.

Standards of Conduct

Employee agrees to be bound by Agency regulations, policies, and procedures while working at the alternate workplace. Violation of the foregoing may result in disciplinary action and/or termination of this agreement.

Supplies

Employee agrees to obtain from the primary workplace all supplies needed for work at the alternate workplace and understands that out-of-pocket expenses for supplies regularly available at the central workplace will not be reimbursed unless previously approved by Agency.

Equipment

The Employee understands that she/he is expected to use his/her own furniture, telephone lines, and all other equipment when teleworking unless otherwise specified in this agreement. Employee and Agency understand that all documents and equipment provided by the Agency for teleworking purposes are state-owned property and shall be treated in accordance with State and Agency guidelines.

Security of Confidential Information

Employee agrees that all Agency-owned data, files, 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 and state policies and instructions regarding security of confidential information. Any software, products, or data

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

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

Reimbursement

Employee agrees that Agency will not be responsible for operating costs, home maintenance, or any other incidental cost (e.g. utilities, insurance) whatsoever, associated with the use of Employee's residence or Employee's computer equipment. Agency will reimburse Employee for expenses authorized by Employee's supervisor ahead of time and incurred while conducting business for Agency.

Liability for Injuries

Employee understands that Employee is covered under the Georgia Workers' Compensation law if injured in the course of actually performing official duties at the designated telework workspace during the agreed-upon telework work hours. Employee agrees to notify Employee's supervisor immediately of any accident or injury that occurs at the alternate telework location and to complete any required forms. Agency agrees to investigate such a report immediately.

Employee understands that the state will not be responsible for any loss or damage to: the teleworker's real property, including any structures attached thereto; any personal property owned by the teleworker, or any of the teleworker's family members; or property of others in the care, custody, or control of the teleworker or any of the teleworker's family members.

Employee is responsible for contacting Employee's insurance agent and a tax consultant and consulting local ordinances for information regarding home workplaces. Individual tax implications, auto and homeowners insurance, and incidental utility costs are the responsibility of the teleworker.

Other Action

Nothing in this agreement precludes Agency from taking any appropriate disciplinary or adverse action against Employee if Employee fails to comply with the provisions of this agreement or terms and conditions of employment.

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Participation in Studies and Reports

Employee agrees to participate in studies, inquiries, reports, or analyses relating to teleworking at Agency's direction.

Designation of Telework Workspace

Employee designates the following workspace:

Describe location:
Address:

Equipment, Supplies, and Department Assets

List any agency or state equipment that will be used at the alternate workplace (attach additional documentation as needed):

Item:	Inventory No.:	Date Out	Date Returned
1.			
2.			
3.			
4.			
5.			

Special Conditions and Additional Agreements

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Employee Initials _____	Supervisor Initials _____

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Term of Agreement

This Agreement shall become effective as of the date first written above, and shall remain in effect as long as Employee's or Supervisor's circumstances do not change.

Provisions for Cancellation of Agreement

Employee's participation as a teleworker is voluntary (unless a condition of employment) and is available only as long as Employee is deemed eligible at Agency's sole discretion. Teleworking at an alternate work location is not an entitlement or benefit of employment. Either party may cancel Employee's voluntary participation as a teleworker, with or without cause, upon reasonable notice thereof, in writing, to the other. Agency will not be held responsible for costs, damages, or losses resulting from cessation of participation as a teleworker. This agreement is not a contract of employment and may not be construed as one.

I have read and understand this Agreement and the Telework Policy and agree to abide by and operate in accordance with the terms and conditions described in both documents. I agree that the sole purpose of this agreement is to regulate telework and that it does not constitute an employment contract nor an amendment to any existing contract and may be cancelled at anytime.

Teleworker

Date

Supervisor

Date

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Employee Orientation Checklist

Indicate your responses in the boxes below

- | | | |
|--|-------|-------|
| 1. I have read the State of Georgia’s Teleworker’s Policy and understand the requirements and obligations I am expected to meet as a teleworker. | _____ | _____ |
| | Yes | No |
| 2. I have completed telework training. | _____ | _____ |
| | Yes | No |
| 3. I have completed the Work Away Information Form. | _____ | _____ |
| | Yes | No |
| 4. I have discussed my performance expectations with my supervisor. | _____ | _____ |
| | Yes | No |
| 5. I have discussed my work schedule with my supervisor. | _____ | _____ |
| | Yes | No |
| 6. I have received agency equipment and I have completed the agency inventory form. | _____ | _____ |
| | Yes | No |
| 7. I have been briefed on equipment and information security. | _____ | _____ |
| | Yes | No |
| 8. I have received a signed copy of my Agency Teleworking Agreement. | _____ | _____ |
| | Yes | No |

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SAMPLE Work Schedule

The following work schedule and locations are agreed upon in support of the Agency Agreement:

Main Office (Agency) Workplace

ADDRESS: _____

PHONE NUMBER: _____

Telework Location

DESIGNATED AREA: _____

ADDRESS: _____

PHONE NUMBER: _____

Work Hours

<u>Day</u>	<u>Hours</u>	<u>Location</u> (T-Telework, A- Agency)
Monday	_____	_____
Tuesday	_____	_____
Wednesday	_____	_____
Thursday	_____	_____
Friday	_____	_____
Saturday	_____	_____
Sunday	_____	_____
Daily Lunch Period	_____	_____

Flexible – I am an occasional teleworker. The days I telework will be determined on an as needed basis with the approval of my supervisor.

COMMENTS

Teleworker: _____

Date: _____

Supervisor: _____

Date: _____