# TELEWORKING POLICY AGREEMENT

This Teleworking Agreement (hereinafter “Agreement”), effective\_\_\_\_\_\_\_\_\_\_\_\_ is between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Employee Name)

(hereinafter “teleworker”), an employee of the COURT, and the Court (also referred to as “Agency” herein), an agency of the COUNTY/CITY. The parties agree as follows:

# General Terms

1. **Policy:** The parties agree to be bound by the terms of the COURT Teleworking Policy (hereinafter “Policy”), attached hereto as *Exhibit A* and incorporated herein by reference.

1. **Term:** Teleworker will begin teleworking for the purposes of this Agreement between the following dates:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

  *(*Begin Date) (End Date)

The end date of the teleworking period will be applied unless, per the Policy guidelines, a review of this Agreement is conducted prior to that end date, or unless this Agreement is terminated as per the procedures outlined in this Agreement and Policy.

1. **Termination:** Teleworker agrees that teleworking is voluntary and a privilege, and at the discretion of the Agency and may terminated by the teleworker, teleworker’s supervisor, Division Manager or the Human Resources Manager, with or without cause, including for violation of any of the terms of this Agreement, upon written notice to teleworker if given by the Human Resources Manager or supervisor, or Division Manager upon written notice to teleworker’s supervisor if given by teleworker. The parties agree the Agency will not be held responsible for costs, damages, or losses resulting in cessation of participation as a teleworker. The parties further agree that this Agreement is not a contract of employment and may not be constructed as such.

1. **Applicable Law:** This Agreement is a COURT agreement and shall be construed, interpreted, and enforced according to the laws of the COUNTY/CITY.

# Alternate Workplace

Teleworker affirms that the alternate workplace is safe and suitable for performance of teleworker’s official duties. Teleworker agrees to maintain this workplace in a safe condition, free from hazards and other dangers to teleworker and equipment.

# Inspections

Teleworker understands that the Agency reserves the right to make on-site visits to the alternate workplace for the purposes of determining if the site is conducive to productive work or to investigate Teleworker’s compensation claim. Such visits will be conducted at mutually agreed-upon times.

# Work Schedule and Work Status

Teleworker agrees to develop a telework schedule with teleworker’s supervisor and Division Manager which is not to exceed more than one (1) day per week. Special provisions may be allowed for extenuating circumstances which fall within the purview of existing policies approved by Human Resources Management. The teleworker, teleworker’s supervisor, and Division Manager must agree, in advance, to any changes to teleworker’s work schedule.(**Changes to the work schedule must be reported immediately to Human Resources**). Once a teleworking arrangement has been approved, teleworker is responsible for reporting assignments, producing a teleworking report of completed assignments at the end of the work day, and maintaining regular contact with his or her Supervisor. The Supervisor shall be teleworker’s primary contact within the central work location. It is expected that the Supervisor and teleworker will act together to keep each other apprised of events or information obtained during the working day.

Teleworker agrees that activities outside the time of work or outside the place designated for work will be deemed to be in teleworker’s own personal time and place, unconnected with work activities.

# Specific Terms

**A. Alternate Workplace Information:** List the following information about each alternate workplace to be utilized by teleworker under this Agreement. If the information is the same as teleworker’s work information, write “work” in the space (for example, if teleworker will utilize his or her regular work email address while telecommuting, write “work” under “Email”):

**B.**

|  |  |
| --- | --- |
| **Alternate Workplace (Ex. Teleworker’s Home)**  |  |
| **Address**  |  |
| **Phone/Cell**  |  |
| **Fax**  |  |
| **Email**  |  |

1. **Use of Equipment:** List any **COURT** or **COUNTY/CITY** equipment that teleworker will use at the alternate workplace (attach additional documentation as needed):

|  |  |  |  |
| --- | --- | --- | --- |
| Item Description  | Inventory Number  | Date Out  | Date Returned  |
|   |   |   |   |
|   |   |   |   |
|   |   |   |   |
|   |   |   |   |
|   |   |   |   |

1. **Work Schedule Information:** Provide information about teleworker’s agreed upon work schedule while teleworking. You may want to specify days, hours, and lunch period. Also **see section #4.** If the work schedule will be the same as when teleworker is in the office, you may write “same as in office.”

**Insert comments here**

|  |
| --- |
|  |

1. **Special Conditions and Requirement:** If workload for the agreed telework day conflicts with the need for the employee to physically be in the office, the teleworker will have to forfeit the telework day for that week if critical work demands and staffing shortages do not allow for teleworking

on another day of that same week. This also applies when a State Holiday falls on the telework day for that week.

.



# Amendment

This Agreement contains the entire agreement between the parties with respect to its subject matter and supersedes all prior and contemporaneous statements, agreements, and understandings between the parties regarding its subject matter. Only a document signed by the parties may amend this Agreement, with the exception of Item 5, “Specific Terms,” which may be amended by mutual agreement of the teleworker, teleworker’s supervisor, Division Manager and immediately reported to Human Resources.

**I have read and understand this Agreement and the Teleworking Policy, attached hereto as Exhibit A and incorporated herein by reference, and I agree to abide by and operate in accordance with the terms and conditions described in both. I agree that the sole purpose of this Agreement is to regulate teleworking and that it constitutes neither an employment contract nor an amendment to any existing contract and that it may be cancelled at any time.**

|  |  |
| --- | --- |
| **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**  | **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**  |
| **Teleworker (Print Name)**  | **Teleworker (Signature) Date**  |
| **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**  | **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**  |
| **Supervisor (Print Name)**  | **Supervisor (Signature) Date**  |
| **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**  | **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**  |
| **Division Manager (Print Name)**  | **Division Manager (Signature) Date**  |
| **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**  | **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**  |
| **HR Manager (Print Name)**  | **HR Manager (Signature) Date**  |