



TELEWORK PROGRAM

TELEWORKING AGREEMENT

This Agreement, entered into effective _____, is
Date
between _____ (hereinafter referred to as
Name of employee
"Employee"), an employee of _____ (hereinafter referred to as
Agency
"Agency"), within the State Personnel Management System. It establishes the
respective obligations of the parties under the State of Maryland's Telework
Program.

The parties, intending to be legally bound, agree as follows:

Scope of Agreement

Other than those duties and obligations expressly imposed on Employee under this Agreement, the duties, obligations, responsibilities and conditions of Employee's employment with the Agency remain unchanged.

The terms "remote work site" shall mean Employee's residence or any remote office location approved by the Agency.

The term "main work site" shall mean Employee's usual and customary Agency work address or other location as approved by Employee's supervisor.

The term "workspace" shall mean the area within the main or remote work site, which has been designated as Employee's personal work area.

The term “work plan” shall mean a specific set of defined work expectations to be met each time Employee works at a remote work site.

This Agreement shall be construed, interpreted, and enforced according to the laws of the State of Maryland.

Term of Agreement

This Agreement shall become effective as of the date first written above, and shall remain in full force and effect for one year from the date of signing this Agreement. The Agreement may be renewed annually or at any time at the discretion of the Agency.

Eligibility Requirements

There exists no right to telework. Eligibility for a telework assignment must include a determination by the supervisor that Employee holds a position that has been identified by the supervisor as suitable for teleworking. Employee must have successfully completed Employee’s probationary period, and have received at least a “meets standards” performance evaluation on the most recent performance appraisal immediately preceding the request to telework. Telework privileges may be revoked if Employee fails to maintain at least an overall “meets standards” on successive performance evaluations. (See Telework Eligibility Checklist, Page 11.)

Termination of Agreement

Employee agrees that participation as a teleworker is voluntary and is available only as long as Employee is deemed eligible at the Agency’s sole discretion. Either party may terminate Employee’s participation as a teleworker, with or without cause, upon written notice thereof, in writing, to the other. The Agency will

not be held responsible for costs, damages or losses resulting from cessation of Employee's participation as a teleworker. This Agreement is not a contract of employment and may not be construed as one.

Compensation and Leave

While teleworking, Employee agrees to obtain supervisory approval in advance before performing overtime/compensatory work time and before taking leave. Working overtime or compensatory time without such approval may result in termination of the teleworking privilege and/or other appropriate action.

Standards of Conduct

Employee agrees to be bound by all applicable Agency's regulations, policies, and procedures while working at the remote work site. Violation of the foregoing may result in disciplinary action and the termination of this Agreement and the teleworking privilege.

Use of Equipment – General Equipment and Environmental Conditions

Preventative maintenance and repair of equipment used by Employee is the responsibility of the owner of the equipment. The Agency is responsible for preventative maintenance, repair, relocation, and replacement of Agency-owned equipment. Preventative maintenance, repair, relocation, and replacement of Employee-owned equipment are the responsibility of Employee. In the case of equipment malfunction, regardless of ownership, Employee must notify his or her supervisor in a timely fashion. In addition, in the event of Agency-owned equipment failure or malfunction, Employee agrees to notify the supervisor in a timely fashion in order to affect immediate repair or replacement of such equipment. Depending on

assigned duties, Employee may be required to report to the designated main work site or another assigned remote work site until the equipment is useable. Any change in Employee's remote work site that involves the relocation of installed equipment owned by the Agency must be discussed in advance with Employee's supervisor to ensure the equipment is handled properly.

Furniture, lighting, and household safety equipment, incidental to use of Employee or Agency-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.

Employee agrees to take all reasonable precautions, including but not limited to, scanning all computer equipment and software for viruses prior to use, installation and/or transmission, to prevent the transmission of viruses, unauthorized software or code to any computer owned by the Agency or onto the Agency's Network System.

Employee Owned-Equipment and Facilities

Employee agrees to the use of his/her personal equipment as a part of the work performed during a telework assignment. Employee is responsible for installation, operational costs, service, and maintenance of any Employee-owned equipment used. The Agency does not assume liability for loss, damage or wear of Employee-owned equipment.

The Agency reserves the right to install, modify or remove Agency-installed software, internet connections, or other computer systems modification on Employee's personal equipment. Software utilized by Employee at the remote work site in the normal course of Agency business will comply with all licensing and patent laws.

Agency-Owned Equipment

The Agency, at its sole discretion, may choose to purchase equipment and related supplies for use by Employee while teleworking or to permit the use of Employee-owned equipment. The decision as to the type, nature, function and/or quality of electronic hardware (including, but not limited to, computers, video display terminals, printers, modems, data processors and other terminal equipment), computer software, data and telecommunications equipment (*i.e.*, telephone lines) shall rest entirely with the Agency. The decision to remove or discontinue use of such equipment, data and/or software shall rest entirely with the Agency. Equipment purchased by the Agency for use by Employee shall remain the property of the Agency.

Employee agrees that use of equipment, software, data, supplies and furniture, provided by the Agency for use at the remote work site, is limited to authorized persons and for purposes related to work. Employee may be required to make restitution pursuant to State Personnel and Pensions Article, Section 11-107(c), for failure to exercise reasonable care of Agency-owned equipment, software, data, supplies or furniture, which results in damage or loss.

In the event that the Agency prevails in legal action to regain possession of Agency-owned equipment, software data and/or supplies, Employee agrees to pay all costs incurred by the Agency, including reasonable attorney fees.

Workspace

Employee agrees to designate a workspace within Employee's remote work site for placement and installation of equipment. The Agency must approve the site chosen as Employee's designated workspace. The workspace must be adequate for

performance of Employee's official duties. Employee shall maintain this workspace in a safe condition, free from hazards and other dangers to Employee and equipment.

Employee is responsible for installing fire/smoke detectors in the remote work site.

Employee must work at the designated main work site when not in the remote work site or on Agency-approved travel. Employee's supervisor shall ensure Employee has an adequate workspace when at the designated main work site.

Inspections

Employee agrees that the Agency may make on-site visits to the remote work site for the purposes of verifying that Employee is teleworking as scheduled, determining that the site is safe and free from hazards, and maintaining, repairing, inspecting or retrieving Agency-owned equipment, software, data, or supplies. The Agency will make inspections only during Employee's scheduled telework hours.

Telework Schedule and Work Status

Employee agrees that Employee's telework schedule will be as designated in the Telework Schedule form attached to the Agreement. Employee's supervisor must agree to any changes to Employee's Telework Schedule in advance. Employee agrees to maintain contact with the main work site as specified in the Work Performance Section of this Agreement.

Employee agrees to perform only official duties and to refrain from conducting personal business while on work status at the remote work site. Personal business

includes, but is not limited to, caring for dependents or making home repairs. (See Telework Schedule, Page 12.)

Employee may telework up to three days in a pay period unless additional days are permitted by Employee's appointing authority or designee.

Work Performance

A work plan must be established by Employee's supervisor before each telework day.

Each telework day, Employee must complete a work plan worksheet, detailing the work performed hourly. This worksheet must be submitted to the supervisor upon Employee's next work day.

Employee is required to maintain regular contact with the supervisor and office staff each telework day, be available to accept calls, return calls promptly, and be accessible by email.

Employee understands that failure to complete work assigned and/or failure to maintain the required contact with Employee's supervisor and office staff may result in adverse action, including disciplinary action, and a decline in work performance may result in termination of this Agreement by the Agency. (See Telework Work Plan, Pages 13-14.)

Supplies

Employee agrees to obtain from the main work site all supplies needed for work at the remote work site and understands that out-of-pocket expenses for supplies regularly available at the main work site will not be reimbursed unless prior approval is obtained from the supervisor.

Reimbursement

Employee agrees that the Agency will not be responsible for operating costs, home maintenance, or any other incidental cost (e.g., utilities, telephone, insurance) whatsoever, associated with the use of Employee's residence or computer equipment. The Agency will reimburse Employee for expenses authorized by Employee's supervisor and incurred while conducting business for the Agency. Employee further understands that it is Employee's responsibility to determine any tax implications of maintaining a remote work site in Employee's home. Employee is encouraged to consult with a qualified tax professional to discuss tax implications.

Liability for Injuries

It is understood that Employee is covered under the Maryland Workers' Compensation law if injured in the course of actually performing official duties at the remote work site during work hours. Employee agrees to notify Employee's supervisor immediately of any accident or injury that occurs at the remote work site and to complete any required forms. The Agency agrees to investigate such a report in accordance with existing policies.

Employee understands that the Agency will not be liable for damages to Employee's personal or real property while Employee is working at the remote work site, except to the extent required by Maryland Law.

Security of Confidential Information

Employee agrees that all Agency-owned data, 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 policies and instructions regarding security of confidential information. Any software, products or data created as a result of work-related activities are owned by the Agency and must be produced in the approved format and medium.

Disclosure

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

Other Action

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

Miscellaneous Conditions

Employee agrees to participate in all studies, inquiries, reports or analyses relating to teleworking for the Agency and understands that such studies and reports may be public information. The release of such information shall be consistent with existing laws or regulations regarding public information.



TELEWORK ACKNOWLEDGEMENT

By my signature below, I affirm that I have read and understand this Agreement, and agree to be bound by its terms as a condition of participation in the Telework Program.

Employee

Date

By my signature below, I affirm that, as Employee's supervisor, I have reviewed this Agreement with Employee and will assume responsibility as the Agency's representative for ensuring that all terms and conditions are met.

Supervisor

Date

Effective July 1, 2009