

DHSMV Member Telecommuting Program

TELECOMMUTING AGREEMENT

This is an agreement between the Department of Highway Safety and Motor Vehicles, Division of _____, and _____ (member) and shall cover the period from _____ through _____.

This agreement establishes the terms and conditions of telecommuting.

The member volunteers to participate in the telecommuting program and to follow the applicable guidelines and policies. The division management agrees with the member's participation.

Duration: This agreement will be valid until canceled by either party.

Work Hours: Work hours and location are specified as part of this agreement.

Pay and Attendance: All pay, leave and travel entitlement will be based on the member's official duty station. The member's time and attendance will be recorded as if performing official duties at the office.

Leave: Members must obtain supervisory approval before taking leave in accordance with established office procedures. The member agrees to follow established procedures for requesting and obtaining approval of leave.

Overtime: The member will continue to work in pay status while working at the home office. A member working overtime, ordered and approved in advance, will be compensated in accordance with applicable law and rules. The member understands that the supervisor **will not** accept work products resulting from unapproved overtime. The member agrees that failing to obtain proper approval for overtime work may result in removal from the telecommuting program or other appropriate action.

Equipment: The supervisor and the member must agree upon the equipment to be used in telecommuting. The State is not required to provide equipment for the home office; however, with the approval of the supervisor, the telecommuter may be provided State-owned equipment necessary to perform work assignments.

State Owned Equipment (list- including telecommunication services):

Maintenance of Equipment: Equipment provided by the Department must be protected against damage and unauthorized use. Department owned equipment will be serviced and maintained by the Department. Equipment provided by the member will be at no cost to the Department, and will be maintained by the member.

Cost: The Department will not be responsible for operating costs, home maintenance, or any other incidental costs (e.g. utilities), associated with the use of the member's residence. The member does not give up any reimbursement for authorized expenses incurred while conducting official business for the Department.

Liability: The Department will not be liable for damages to the member's property resulting from participation in the telecommuting program. In signing this document, the member agrees to hold the State harmless against any and all claims, excluding Workers' Compensation claims.

Workers' Compensation: The member is covered by Workers' Compensation if injured in the course of performing official duties at the telecommuting location.

Verification of Home Safety: In signing this agreement, the member verifies that the home office provides workspace that is free of safety and fire hazards.

Work Assignments: The member will meet with the supervisor to receive assignments and to review completed work. The member will complete all assigned work according to procedures mutually agreed upon with the supervisor.

Evaluation: The evaluation of the member's job performance will be based on established standards. Performance must remain satisfactory to remain in telecommuting status. Members will not be allowed to telecommute while on a Performance Improvement Plan (PIP).

Records: The member will apply safeguards, which are approved by the employing state agency to protect records from unauthorized disclosure or damage. All records, papers and correspondence must be safeguarded for their return to the office.

Participation in Evaluation: The member and supervisor agree to promptly complete and submit telecommuting evaluation materials and to attend periodic group meetings for the telecommuting program.

Curtailment of the Agreement: The member may stop participating in this program at any time. Management has the right to remove the member from the program if participation fails to benefit organizational needs.

Work Hours and Location: The member agrees to work at the office or telecommuting location, and not from another unapproved site. Failure to comply with this provision may result in termination of the agreement, and/or other appropriate disciplinary action. The following are the working hours and locations which are agreed to as a part of the Telecommuting Agreement:

Official Work Location:

Telecommuting Location:

Telecommuting Work Plan

Work Schedule:			
(Day)	(Hours)		*(Location) O=Official Office T=Telecommuting
	From	To	
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			
Sunday			
Lunch			

Telecommuting Work Plan: (Include a description of duties; how work output will be reviewed and monitored; and how supervision will be provided.)

Job Duties Performed:

Performance Monitoring Evaluation:

Communication:

We agree to abide by the terms and conditions of this agreement.

Member:

(Printed)

(Signature)

Date:

Supervisor:

(Printed)

(Signature)

Date:

Division Director:

(Printed)

(Signature)

Date:
