

SECTION 18.15 TELECOMMUTING AGREEMENT
Last Update: 8/2010

This Agreement is effective between _____ (hereinafter "Employee") and Department of _____ (hereinafter "Department"). The parties agree as follows:

Scope and Duration of Agreement

1. This Agreement shall become effective as of the date above and shall remain in full force and effect until _____, unless modified or rescinded by Department.
2. The term "office workplace" means the usual and customary location of the Department's offices.
3. Employee agrees to perform his/her assigned duties for Department as a "telecommuter." Employee agrees that telecommuting is voluntary and may be terminated by Department at any time with or without cause by Department. Employee may request to terminate participation by written request submitted 30 days in advance. Employee's request to return to performing job duties at the office workplace will be dependent not only on the willingness of Department to decrease the agency's telecommuting commitment, but also on the availability of space and equipment at the office workplace.
4. This Agreement does not grant any field status to Employee under the terms of the collective bargaining agreement.
5. Other than those duties and obligations expressly imposed on Employee under this Agreement, the duties, obligations, responsibilities and conditions of Employee's employment with Department remain unchanged as a result of entering into this Agreement. Employee's salary and participation in employee pension, benefits, and state-sponsored insurance plans shall remain unchanged so long as the hours worked remain unchanged.

Termination of Agreement

6. Employee's participation as a telecommuter is entirely voluntary and is available only to employees deemed eligible at Department's sole discretion. There exists no right to telecommute. Department may terminate Employee's participation as a telecommuter, with or without cause, upon notice (notice means five working days unless the department director states in writing that conditions exists requiring less than five days notice). Department will not be held responsible for costs, damages or losses resulting from terminating this Agreement. This Agreement is not a contract of employment and will not be construed as such.

Compensation

7. Employee agrees that work hours, overtime compensation, and vacation schedules will conform to existing policies and procedures during the term of this Agreement. Employee will be paid in accordance with State law, and Iowa Department of Administrative Services – Human Resources Enterprise rules and applicable collective bargaining agreements. Unless expressly provided for in this Agreement, Employee will not be entitled to any compensation for the use of Employee's home as an office, employee's furniture, equipment or supplies used in Employee's home, transportation for commuting to and from the office workplace for conferences, picking up or delivering work-related materials, or for any other employment related activity or duty, or any home costs for utilities incurred in the performance of Employee's duties.
8. Employee shall not work overtime for which additional compensation might be due without supervisory approval in advance. If Employee works overtime that has been approved in advance, Employee will be compensated in accordance with applicable laws, rules or collective bargaining agreements. By signing this Agreement, Employee agrees that failing to obtain proper approval for overtime work may result in removal from telecommuting or appropriate disciplinary action. Employee must obtain supervisory approval before taking leave, in accordance with established procedures. By signing this Agreement, Employee agrees to follow established procedures for requesting and obtaining approval of leave.

Equipment and Supplies

9. Employee is responsible for the safekeeping of all Department equipment and supplies located in the off-site work location.

Employee agrees that all equipment, software and supplies provided by Department for use at the off-site work location are to be used only for Department business, including self-developmental training, and may be used only by Employee or other persons authorized by proper Management authority.

10. Department, at its sole discretion, may choose to purchase equipment and related supplies for use by Employee while telecommuting, or may permit the use of Employee-owned equipment. This decision shall rest entirely with Department. The decision to discontinue use of such equipment shall rest entirely with Department. Equipment purchased by Department for use by Employee shall remain the property of Department. Department does not assume liability for loss, damage or wear and depreciation of Employee-owned equipment.

In the event of equipment failure or malfunction, Employee agrees to immediately notify Department and cooperate to effect immediate repair or replacement of such equipment. Employee is responsible for returning inoperable equipment to Department for repair. In the event of delay in repair or replacement, or any other circumstance under which it would be impossible for Employee to telecommute, Employee understands that Employee may be assigned other work, or this Agreement may be temporarily suspended at Department's sole discretion.

11. All equipment supplied by Department will be inventoried and accounted for to Department by an inventory list signed by Employee.
12. Employee will not modify or alter any equipment nor relocate it without prior approval by Department. Employee will ensure that all Department-owned equipment is used only by Department-authorized personnel. Periodic inspections of the off-site work location may be made at reasonable times to ascertain the condition of Department-owned equipment.
13. Employee agrees that all Department-owned data, software, equipment, and supplies must be properly protected and secured. Department-owned data, software, equipment and supplies must not be copied in violation of law or Department's licensing agreements with its vendors. Employee will comply with all Department policies and instructions regarding conflicts of interest and confidentiality. Employee agrees that, on termination of employment, Employee will return all property belonging to Department in Employee's possession or control of the Department to the office workplace.
14. Furniture, lighting, electrical and telephone services and household safety equipment incidental to the use of Department-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.

Workspace and Inspections

15. Employee agrees to designate a workspace within Employee's off-site work location and maintain this workspace in a safe condition, free from hazards and other dangers to Employee and Department equipment. The off-site workspace must be free from distractions and disturbances from children, pets, family members, and others during work hours. The off-site location is subject to inspection and approval by Department.

Employee agrees that Department may make on-site visits to the off-site work location for the purpose of determining that the site is safe and free from hazard, and to maintain, repair, inspect or retrieve Department-owned equipment, software, data and/or supplies. In the event legal action is necessary to regain possession of Department-owned equipment, software, data and/or supplies, Employee agrees to pay all costs of such action, including attorney's fees, should Department prevail.

16. Employee must have and must maintain at Employee's expense (unless agreed to otherwise by Department) a telephone line, telephone and a telephone answering machine or other message system in the off-site work space by which Employee can be contacted during normal work hours, including when the business line is in use.
17. Employee agrees that Department will not be responsible for moving Employee's personal furniture or household belongings, nor for making any improvements or modifications to Employee's home in order to create the off-site work space. Employee agrees that Department will not be responsible for transferring any Department-supplied furniture, equipment or supplies to or from the off-site workspace. Department will install, if necessary and agreed to, work-related equipment at Department expense upon the Employee's first entry in the telecommuting program. If Employee changes from one off-site work location to another off-site work location, the cost of terminating service at

the former location and establishing service at the new location will be the responsibility of Employee unless Department determines that it would be in Department's best interest to pay such costs.

Work Performance

18. Employee is responsible for maintaining availability, appropriate levels of production, and quality of work while telecommuting. Inadequate availability, work production and/or work quality may be cause for modification or termination of Employee's participation in telecommuting. In such instance, the Employee may, without right of appeal, be required to return to work in the office workplace.

Liabilities for Injuries

19. Employee's and Department's liability and respective obligations shall be governed by Iowa law.

Miscellaneous Conditions

20. Employee agrees to participate in all studies, inquiries, reports and analyses related to telecommuting.
21. Employee remains obligated to comply with all Department rules, policies, practices, instructions, telecommuting guidelines and this Agreement, and understands that violation of such may result in preclusion from telecommuting and/or disciplinary action, up to and including termination of employment.

Amendments

22. This Agreement may be modified, amended, or terminated at any time by written notification from Department to Employee, as necessary, to ensure that the operating needs of Department are met.

Disclaimer

23. Nothing contained in this Agreement conveys nor is it intended to convey upon Employee a contract of employment.

I affirm by my signature below that I have read this entire Agreement and that I understand and agree to its entire content.

Employee's Signature

Date

Supervisor's Signature

Date

Next Higher Authority's Signature

Date