

**Tri-County Opportunities Industrialization Center (OIC)**

**Teleworker / Work-at-Home Agreement**

**Approved June 23, 2020**

**PURPOSE**: The purpose of this policy is to provide guidance and a framework to support the activities of staff who are working at home (also known as telework) in total or in part to fulfill their approved work assignments for Tri-County Opportunities Industrialization Center (OIC).

**OVERVIEW**: Teleworking, or telecommuting, is the concept of working from home or another location on a full- or part-time basis.  Teleworking is not a formal, universal OIC employee benefit.  Rather, it is an alternative method of meeting the needs of the agency.  OIC has the right to refuse to make teleworking available to an employee and to terminate a teleworking arrangement at any time.  Employees are not required to telework.  Employees have the right to refuse to telework if the option is made available.

Our plan has been created to be in alignment with those general principles and standards deemed critical to support effective and fair conditions for employees who participate in telework. The plan is subject to change as warranted by work conditions, job assignments, and directives from recognized authorities.

**AGREEMENT**: (Insert Employee Name) agrees to perform services for Tri-County Opportunities Industrialization Center (hereafter OIC) as a teleworker. This agreement spells out the basic terms and conditions under which (employee name) (hereafter “TELEWORKER”) will telework for OIC.

This agreement is effective DATE and remains in effect until DATE while TELEWORKER is employed by OIC unless the agreement is terminated earlier.

The OIC Teleworker/Work-at-Home Agreement addresses these areas:

1. Eligibility
2. Termination of *Teleworker/Work-at-Home Agreement*
3. Salary, Job Responsibilities, Benefits
4. Work Hours, Overtime, Time Off
5. Work Schedule
6. Time Tracking
7. Task Tracking
8. Work Equipment
9. Workspace
10. Office Supplies
11. Liability
12. Dependent Care
13. Taxes
14. Communications

**ELIGIBILITY:** Teleworking is available only to eligible employees and is offered at OIC’s sole discretion. Teleworking is not available to the entire agency. OIC management determines eligibility based on factors that ensure that telework does not diminish employee performance or agency operations. As such, no employee is entitled or guaranteed the opportunity to telework. The employee and supervisor will be expected to complete a training to prepare them for the teleworking experience.  All teleworkers must sign the *Teleworker/Work-at-Home Agreement* to conform their understanding of their teleworking rights and responsibilities.

**TERMINATION OF AGREEMENT:** Either party may end participation in the program, with or without cause. OIC will not be held responsible for costs, damages, or losses resulting from terminating this teleworker program. This Agreement is not a contract of employment and shall not be construed as such.

**SALARY, JOB RESPONSIBILITIES, BENEFITS:** TELEWORKER agrees to comply with all existing job requirements as are in effect in the office. The employee’s compensation, benefits, work status and work responsibilities will not change due to participation in the teleworking. Specific job responsibilities may only be modified with the agreement of TELEWORKER’s supervisor.

**WORK HOURS, OVERTIME, TIME OFF:** The amount of time the employee is expected to work per day or pay period will not change because of participation in the teleworking. If overtime is anticipated, it must be discussed and approved in advance with the TELEWORKER’s supervisor, as any overtime scheduling would normally be approved. TELEWORKERS must adhere to the guidelines for taking time off (vacations, sick leave, holidays, etc.) as defined in the OIC Personnel Handbook or otherwise advised by their immediate supervisor.

**WORK SCHEDULE:** The daily work schedule for telework days when working remotely or at home) is subject to approval by TELEWORKER’s supervisor. The supervisor may require that TELEWORKER work certain "core hours" and be accessible by telephone or otherwise during those hours.

**TIME TRACKING:** Employees are required to maintain and submit the standard bi-weekly time sheet. The time sheet should include both telework and non-telework hours. The bi-weekly timesheet sheets are submitted to the these email addresses (payroll@tricountyoic.org and jwoodyard@tricountyoic.org and are due no later than 12 noon on the Monday following the end of every pay period without regard to holidays, vacations, snow days, or other no-work days.

**TASK TRACKING:** Employees are required to maintain documentation detailing the telework performed and the time on task. Employees may use any approved format for documenting tasks completed. The task sheet must contain sufficient details to clearly show the relationship between the activities completed bi-weekly and the employee’s work assignments. These sheets are submitted to this email address jwoodyard@tricountyoic.org. Task sheets are due no later than 12 noon on the Monday following the end of every pay period without regard to holidays, vacations, snow days, or other no-work days.

**WORK EQUIPMENT:** The company may provide specific tools/equipment for the employee to perform his/her current duties.  This may include computer hardware, computer software, phone lines, email, voicemail, connectivity to host applications, and other applicable equipment as deemed necessary.

The use of equipment, software, data supplies and furniture when provided by the company for use at the remote work location is limited to authorized persons and for purposes relating to company business.  The company will provide for repairs to company equipment.  When the employee uses her/his own equipment, the employee is responsible for maintenance and repair of equipment. A loaner laptop may be provided when available.  Loaner computers will vary in performance and configuration.  Loaners must be returned upon request.

If the OIC provides such property or equipment, these items remain the property of the OIC and must be returned to the company upon request. Any computer, software, or other equipment or supplies provided by OIC are provided for the sole use of the TELEWORKER to perform their job-related responsibilities.

OIC -owned software may not be duplicated except as formally authorized.

**WORKSPACE:** The employee shall designate a workspace within the remote work location for placement and installation of equipment to be used while teleworking.  The employee shall maintain this workspace in a safe condition, free from hazards and other dangers to the employee and equipment.

**OFFICE SUPPLIES:** Office supplies will be provided by OIC as needed.  Out-of-pocket expenses for other supplies are reimbursable if prior approval for purchases are approved by OIC.

**WORKER’S COMPENSATION:** During work hours and while performing work functions in the designated work area of the home, telecommuters are covered by worker’s compensation.

**LIABILITY:** The employee’s home workspace will be considered an extension of the company’s workspace.  Therefore, the company will continue to be liable for job-related accidents that occur in the employee’s home workspace during the employee’s working hours.

The company will be liable for injuries or illnesses that occur during the employee’s agreed-upon work hours.  The employee’s at-home work hours will conform to a schedule agreed upon by the employee and his or her supervisor.  If such a schedule has not been agreed upon, the employee’s work hours will be assumed to be the same as before the employee began teleworking.

The company assumes no liability for injuries occurring in the employee’s home workspace outside the agreed-upon work hours.

The company is not liable for loss, destruction, or injury that may occur in or to the employee’s home.  This includes family members, visitors, or others that may become injured within or around the employee’s home.

**DEPENDENT CARE:** Teleworking is not a substitute for dependent care.  Teleworkers will not be available during company core hours to provide dependent care.

**TAXES:** It will be the employee’s responsibility to determine any income tax implications of maintaining a home office area.  The company will not provide tax guidance nor will the company assume any additional tax liabilities.  Employees are encouraged to consult with a qualified tax professional to discuss income tax implications.

**COMMUNICATIONS:** Employees must be available by phone and email during core hours.  No face-to-face student, agency partner, or business interactions will be conducted at the employee’s work-at-home space. Employees must still be available for staff meetings, and other meetings deemed necessary by management.

The employee remains obligated to comply with all company rules, practices, and instructions.

We have read and understand this agreement and accept its conditions. We have reviewed the Telework Agreement prior to the employee’s participation in the EMPLOYER’s teleworking program.



Supervisor’s Name Signature Date



Employee’s Name (“TELEWORKER”) Signature Date