



TELEWORK AGREEMENT

This telework agreement authorizes the employee to telework as specified within. This agreement is solely intended to regulate telework and is not a contract of employment.

EMPLOYEE / JOB / TELEWORK LOCATION		
Type of Telework Requested: <input type="checkbox"/> Regular (telework one or more day(s) each week or each pay period) <input type="checkbox"/> Occasional (telework infrequently, as needed)		
Proposed Telework Street Address		
City	County	Zip Code
Telework Phone #		Telework Email address
The proposed telework address is <input type="checkbox"/> Employee's home <input type="checkbox"/> Other		
Describe the designated work area at the proposed telework location		
<p>Scope of Agreement</p> <p>Telework is voluntary and may be terminated by either the employee or DOAS at any time, with or without cause.</p> <p>This agreement imposes certain duties and obligations upon the employee while teleworking. The employee's other duties, obligations, responsibilities, and conditions of employment will not be affected by this agreement. The employee's salary, benefits, and employer-sponsored insurance will not change as a result of telework.</p> <p>Work Hours and Leave</p> <p>The employee agrees to work their regularly scheduled work hours, unless an exception is approved by the supervisor:</p> <p>The employee agrees to request and receive approval from the supervisor before using leave (or working overtime if the employee is FLSA non-exempt) on a telework day or otherwise changing the telework schedule. If there is an emergency need to use leave, work overtime (FLSA non-exempt employees only), or otherwise change the telework schedule, and the supervisor is unavailable, the employee agrees to contact the supervisor's manager for prior approval.</p> <p>The employee acknowledges that working overtime (if FLSA non-exempt), using leave, or otherwise working outside the telework schedule without prior approval may result in termination of the telework agreement and other appropriate action.</p> <p>Telework Workspace & Address/Location</p> <p>The employee certifies that the telework workspace is adequate for performing DOAS duties. The employee agrees to maintain a safe telework workspace that is free from hazards and other dangers to the employee and equipment and that is suitable for productive work.</p>		

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The employee understands that maintaining an adequate, safe workspace is a condition of telework. The employee will review the attached Safety Guidelines.

The employee agrees to immediately notify the supervisor should a need arise for telework to occur at an address other than the address designated in this agreement. (includes temporary situations such as internet outages at the designated telework address or a temporary change of residence as well as permanent change of residence)

Performance Expectations and Monitoring

The employee agrees to spend telework time performing assigned DOAS duties and will refrain from engaging in secondary employment or other personal business during DOAS work time.

The employee agrees to maintain contact on telework days with the work unit and customers by telephone, cell phone, email, etc. as directed by the supervisor and as appropriate to successfully perform assigned duties. Text messages may also be utilized when using agency provided or personal cell phones unless otherwise agreed to by the division director.

The employee agrees to complete the duties assigned for telework days, as discussed with the supervisor and within the set timeframes. The employee agrees to provide regular reports, as required by the supervisor, to help evaluate telework performance. The employee acknowledges that a decline in work performance may result in termination of the telework agreement and other appropriate action.

The employee agrees to arrange for dependent care, as appropriate, and agrees to keep work interruptions, such as personal phone calls, to a minimum during telework hours.

The employee acknowledges the requirement to comply with applicable laws, rules, and DOAS policies, regulations, and procedures while teleworking. Violations may result in termination of the telework agreement and other appropriate disciplinary action.

Supplies

The employee agrees to obtain from the DOAS office all supplies needed for work at the telework location and agrees to use the supplies for DOAS work-related purposes only. The employee acknowledges that out-of-pocket expenses for supplies regularly available at DOAS will not be reimbursed unless prior approval from DOAS is obtained.

Equipment

Other than specific items provided by DOAS, the employee agrees to use the furniture, equipment, telephone and data lines available at the telework location without expense to DOAS.

The employee and DOAS acknowledge that all work-related documents and DOAS equipment used for teleworking are state-owned property and must be treated in accordance with state and DOAS guidelines.

The employee agrees to use DOAS equipment in accordance with DOAS and statewide policies and agrees to return DOAS equipment to the DOAS office when the employee is no longer in telework status.

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Security and Confidential Information

The employee agrees to properly protect and secure all DOAS data, files, software, equipment, and supplies. DOAS data, files, software, equipment, and supplies must not be used to create employee-owned software or personal data. The employee will comply with all laws, rules, regulations, policies, and instructions regarding security of confidential information.

With the exception of telephones, the employee agrees to use only DOAS IT issued devices for performing DOAS work.

Any software, products, or data created while teleworking is owned by DOAS. The employee agrees not to store DOAS information on or load DOAS software to non-DOAS computers and agrees to save work-related electronic information using only DOAS computers or DOAS shared drives accessed securely through VPN.

The employee agrees to protect DOAS records from unauthorized disclosure or damage and will comply with all legal and policy requirements regarding disclosure of DOAS information.

Operating Costs

The employee agrees that DOAS is not responsible for operating costs, home maintenance, or other incidental costs (e.g., utilities, insurance) whatsoever, associated with use of a telework worksite.

Workers' Compensation & Liability

The employee is covered under the Georgia Workers' Compensation law if injured in the course of performing official DOAS duties in the designated telework workspace during the designated telework work hours. The employee agrees to notify the supervisor immediately of any accident or injury occurs while teleworking, agrees to complete any required forms, and acknowledges responsibility for seeking any necessary, non-emergency medical treatment through AmeriSys, by calling 678-781-2848 or 1-800-900-1582. DOAS agrees to investigate any report of injury promptly.

The employee acknowledges that DOAS is not responsible for loss or damage to personal or real property at the telework location, including any attached structure.

DOAS is not responsible for any costs, damages, or losses resulting from ending the employee's participation in telework.

Participation in Studies and Reports

The employee and supervisor agree to participate in studies, inquiries, reports, and analyses related to telework, as requested by DOAS.

Terms of Agreement

This agreement is effective on the date it is signed and may be modified and reissued, as appropriate.

The employee acknowledges that telework is generally a voluntary work arrangement and is available only as long as DOAS determines both the employee to be eligible and telework to be beneficial to the agency. Telework is not an entitlement or benefit of employment. Unless there are extenuating circumstances made known by DOAS, either the employee or DOAS

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may cancel the telework agreement, with or without cause, at any time.

I have read and I understand that I am responsible for complying with all provisions within the documents listed below:

**HR 702 Telework Policy
IT 103 Cloud Storage Policy
IT106 Acceptable Use Policy
HR 702-1 Telework Agreement**

I know how to locate these documents and I understand that I should contact my supervisor or Human Resources for answers to any questions I have related to agency policies and procedures.

I agree to abide by and act in accordance with these documents.

I agree that the only purpose of this agreement is to regulate telework, and that it is not an employment contract and may be cancelled at any time.

Safety Guidelines for Telework Location

The following guidelines are intended to promote a safe alternative workspace, but do not address every potential safety hazard. Employees are encouraged to obtain professional assistance with issues concerning electrical service and circuit capacity.

1. Always report telework-related accidents and injuries immediately to your supervisor.
2. Develop and practice a fire evacuation plan.
3. Check your smoke detectors regularly and replace batteries as recommended and appropriate.
4. Always place computers on sturdy, level, well-maintained furniture.
5. Locate your computer where
 - The monitor will be free from noticeable glare from the window or other lighting,
 - The top of the monitor screen is at eye level for comfortable viewing, and
 - The keyboard and mouse are at a height/level that will not cause wrist strain.
6. Use a surge protector and make sure cables are grounded.
7. Always power down computers at the end of the workday and turn off all electrical equipment during thunderstorms.
8. Use office chairs that provide good supporting backrests and allow adjustments to fit you comfortably.
9. Locate computers, phones, and other electrical equipment in a manner that keeps power cords out of walkways.
10. Keep your work area clean and avoid clutter that can cause fire and tripping hazards.