



# EMPLOYEE TELEWORK AGREEMENT PACKET

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# TELEWORK AGREEMENT

Employee Agreement Form 1

Employee's Name: \_\_\_\_\_

Job Title: \_\_\_\_\_ Grade: \_\_\_\_\_

Department/Division/Section: \_\_\_\_\_

Current Work Schedule: \_\_\_\_\_

Current Work Location: (Address) \_\_\_\_\_

## Agreement

This Telework Agreement is in effect from \_\_\_\_\_ to \_\_\_\_\_

## Telework Schedule

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Work Hours*							
Meal Period							
Location**							

\* Work hours must include a 1/2 hour unpaid meal period.

\*\* For location, use "R" for Remote Work Location and "M" for Main Office.

## Remote Work Location

Address: \_\_\_\_\_

Primary Phone Contact: \_\_\_\_\_ Fax: \_\_\_\_\_  
(if applicable)

If Telework is limited to specific tasks, projects, or types of work, describe them here. You may attach additional information/documents.

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## Terms and Conditions

**Work Schedules, Attendance, and Hours of Work** – Time spent in a Teleworking status must be accounted for in the same manner as if the Teleworker reported for work at the main worksite. The employee’s time should be recorded in MCtime using the Reason Code designated for **Telework**. Unless authorized by your supervisor, you must maintain your approved schedule. Notifications of sick leave and requests for annual leave should comply with current departmental procedures. You may not work overtime from the Remote Work Location (RWL) without prior approval from your supervisor. Employees who work overtime without prior approval may be subject to disciplinary action. In the event the County is closed due to weather or another emergency, you **will not** be required to Telework.

**Training** – You are required to attend the Telework Training for Participants before beginning Telework. An employee will not be permitted to Telework without completing the required training and assessment.

**Work space** – Your RWL is considered an extension of the County’s work space. You are responsible for ensuring that a proper work environment is maintained at all times. Telework is not a substitute for child/adult day care. You cannot operate a business or work for another employer during the approved work hours. Use of County equipment or access to the County’s organization network by others is prohibited. An employee that works from a RWL more than half the time may be required to utilize an alternative County worksite or share office space at the Main Worksite. You are prohibited from conducting in-person meetings with customers or co-workers at your home residence. You could be required to attend meetings in person at a County facility or make alternative arrangements.

## Worksite Safety

You affirm that you have a suitable place to work at the RWL and that to the best of your knowledge the RWL is safe from conditions that could pose a hazard to health and safety or danger to yourself or any County equipment. You must allow visits by a County representative as determined by your supervisor. Visits may be conducted to install, maintain, or inspect equipment, or to inspect the RWL for suitability and safety. Reasonable advance notice will be given unless you agree to shorter notice. You are required to complete and attach the Safety Information sheet to this Agreement.

**Equipment and Expenses** – You and your supervisor shall determine the minimum equipment (including furniture) and software necessary for you to Telework. In determining which equipment (if any) shall be provided by the County, your supervisor may consult with other departments within the County as to the appropriateness and availability. Any equipment provided by the County must be properly inventoried and kept with the Department's Telework Coordinator. This Agreement must be kept updated if equipment is returned or if new equipment is assigned. You must return any County property upon request.

The County will maintain all equipment owned by the County. You are not permitted to perform maintenance or repairs on County-owned equipment without prior approval. You are responsible for all maintenance and repairs of your own personal equipment.

Only County-owned software may be installed on County-owned equipment. You must not install or download any other software on County-owned equipment without approval. All software used for Telework, whether owned by the County or the Teleworker must be properly licensed by the software manufacturer.

While you may be allowed to use your own software, you will not be required to purchase software in order to Telework. If new software is required for Telework, it will be provided by the County.

You should contact the county **IT Help Desk at 240-777-2828** or via e-mail at [helpit@montgomerycountymd.gov](mailto:helpit@montgomerycountymd.gov) for assistance with installation of County-owned software.

You are responsible for ongoing operating costs, such as telephone service fees, internet fees, utility costs, homeowner's or renter's insurance, and furniture or equipment rental fees unless the County agrees in writing in advance to pay for or reimburse you for such costs.

You must not purchase or rent equipment, services, or supplies on the assumption that the County will reimburse you for the cost. Prior approval from your supervisor should be obtained in writing before any purchases are made on behalf of the County.

You must complete and attach a copy of the Technology & Equipment Checklist.

You are responsible for any tax consequences related to Telework.

## **Information Technology Security Agreement**

When working from the approved RWL you will follow all procedures outlined in the County's Information Resources Security Policy, Administrative Procedure 6-7 ([AP 6-7](#)), which is expressly incorporated by reference into, and made a part of, this Agreement. You must ensure that the County's Information Resources, including electronic data sets, are protected from theft, unauthorized destruction, use, modification, or disclosure as deemed

necessary by AP 6-7. **In addition, you must affirm by initialing below, that you agree to the following:**

- \_\_\_\_\_ County data on disk, hardcopy, or on portable devices is protected from theft, loss, or unauthorized access during transit and at the RWL.
- \_\_\_\_\_ Approved firewalls and anti-virus software are on all computers used at the RWL and are updated daily with current definitions or set to update automatically.
- \_\_\_\_\_ Computers used at a RWL have an operating system currently supported by the computer's manufacturer and patching is set to update automatically.
- \_\_\_\_\_ Computing equipment used to process, review, edit, or access County data – including personally-owned tablets and mobile devices – are password protected.
- \_\_\_\_\_ Flash drives or other portable drives are scanned for viruses before used for uploading or downloading data.
- \_\_\_\_\_ Sensitive information in hardcopy form is returned to the office or shredded.
- \_\_\_\_\_ Assignments completed at the RWL are backed-up according to County procedures.
- \_\_\_\_\_ The County's network will only be accessed from the RWL as approved in a Telework Technology & Equipment Checklist and for approved purposes.
- \_\_\_\_\_ I will adhere to the County's procedures in the handling of public records, as stated in Administrative Procedure 6-3 ([AP 6-3](#)).
- \_\_\_\_\_ I will limit personal use of County equipment and follow the County's guidelines pertaining to limited personal use of County-Provided Internet, Intranet, and Electronic Mail Services, Administrative Procedure 6-1 ([AP 6-1](#)).

## Intellectual Property

Products, records, documents, inventions, and discoveries made while Teleworking are the property of the County.

## Liability and Injury Compensation

The RWL is considered an official County worksite for purposes of Worker's Compensation. You agree to notify your supervisor immediately of any accident or injury that occurs at the Remove Work Location while performing official duties. Worker's Compensation does not cover accidents to family members or other third parties at the RWL.

## Standards of Conduct

The Teleworker acknowledges that he/she continues to be bound by the County's standard of conduct while working at the RWL.

## Termination

This Telework Agreement is not a guarantee of employment, and can be terminated at any time by either the County or the Teleworker. A Telework arrangement must never be allowed to continue uninterrupted if it is detrimental to work quality, client service, the work

unit, or the organization. In such situations, the supervisor will make a good faith effort to work with the Teleworker to resolve the situation, but if the problem cannot be resolved, the supervisor has the right to terminate the Telework Agreement.

In the event of termination of the Agreement, the Teleworker will be notified and provided the reason(s) for the termination in writing. In the event this Agreement is terminated, the Supervisor will make every effort to provide ten (10) working days' notice to allow the Teleworker to make a reasonable transition from Teleworking to working at the employee's main work location.

Termination of a Telework Agreement is a management right and may be reviewed by the OHR Telework Coordinator. The County will not be held responsible for any costs, damages, or losses to the Teleworker resulting from termination of the Agreement.

**Policies** – You agree to abide by the Montgomery County Personnel Regulations, Administrative Procedures and all other relevant human resource policies, information technologies policies, the intellectual property rights of the County, and applicable collective bargaining agreements. **Violation of any provision of the County Charter, County statutes, ordinances, regulations, State or Federal laws, policies, or procedures may make you subject to disciplinary action up to and including dismissal.**

**AGREEMENT:** This Agreement may be amended at any time by the County if agreed to by all parties. A copy of this Agreement and any attachments and addendums will be provided to the employee and kept by the Department's Telework Coordinator.

By signing, the employee acknowledges they have read, understood, and agreed to adhere to the terms and conditions set forth in the Telework Program Policy and Procedures and the terms and conditions of this Agreement. You further agree to participate in any surveys that will be used to evaluate the Pilot Telework Program.

\_\_\_\_\_  
Teleworker's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Teleworker's Printed Name

Telework Training Completed on: \_\_\_\_\_ (Not required for renewal)

Safety Information Sheet is signed and attached: Yes No

Technology & Equipment Checklist is signed and attached: Yes No

Completed application given to supervisor/manager on: \_\_\_\_\_

# Management Review

**Telework Agreement Approved**

**Yes No**

**If the Agreement has been denied in whole or in part, please provide a detailed explanation for denial:**

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**MANAGER/SUPERVISOR:** By signing this statement, the Manager/Supervisor approves the schedule and location noted in this Agreement and agrees to work with the Teleworker to implement Telework as described in the Telework Policy and this Agreement.

\_\_\_\_\_  
Manager's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Director's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Department's Telework Liaison's Signature

\_\_\_\_\_  
Office of Human Resources Use Only

\_\_\_\_\_  
OHR Telework Coordinator's Signature

\_\_\_\_\_  
Date Denial Reviewed

Further action recommended: \_\_\_\_\_

Date Scheduled for ADR: \_\_\_\_\_



## TELEWORK PROGRAM SAFETY INFORMATION

Employee Agreement Form 2

The following information is designed to assure the overall safety of the Remote Work Location. The Teleworker should read, sign, and date each statement, sign and **submit this form along with the signed Telework Agreement.**

1. Temperatures, noise, ventilation, and lighting levels are adequate for maintaining your normal level of job performance. Initial: \_\_\_\_\_
2. All electrical equipment is free of recognized hazards that would cause physical harm (frayed wires, bare conductors, loose wires or fixtures, exposed wiring on the ceiling or walls). Initial: \_\_\_\_\_
3. There is a working fire extinguisher easily accessible at the Remote Work Location. Initial: \_\_\_\_\_
4. The building's electrical system permits the grounding of electrical equipment (a three-prong receptacle). Initial: \_\_\_\_\_
5. The aisles and doorways are free of obstructions and permit visibility and movement. The aisles and walkways should be at least 28 inches in width for emergency access. Initial: \_\_\_\_\_
6. File cabinets and storage closets are arranged so drawers and doors do not block the walkways. Initial: \_\_\_\_\_
7. The rungs and legs of the chair being used by the teleworker are sturdy and free of loose casters. Initial: \_\_\_\_\_
8. Phone lines, electrical cords, and surge protectors are working and secured under a desk or alongside a baseboard. Initial: \_\_\_\_\_
9. There is a functioning smoke detector in the Remote Work Location. Initial: \_\_\_\_\_

I verify that I have read the above information and affirm that my Remote Work Location is a safe place to work.

Teleworker's Signature \_\_\_\_\_ Date \_\_\_\_\_





# TELEWORK TECHNOLOGY & EQUIPMENT LIST

Employee Agreement Form 3

TECHNOLOGY/EQUIPMENT (Indicate all that apply)	REQUIRED (Complete with Yes or No)	PROVIDED BY (County or Teleworker)	SELF-CERTIFY Available at Remote Work Location (Teleworker Initials)
<b>1. Computing Equipment</b>			
a. Desktop or Laptop computer			
b. Tablet or Other Mobile Device			
c. Minimum monitor size of 23"			
d. Minimum number of two monitors			
e. Smart Phone			
f. Other _____			
<b>2. Required Access Capabilities &amp; Applications</b>			
a. Office 365 (e-mail, calendar)		County	
b. Skype for Business		County	
c. Microsoft Office installed on computing equipment*		County	
d. VoIP software installed on computing equipment*		County	
e. VPN for access to information: e.g., S: drive, County Intranet, SharePoint, other		County	
f. VPN for access to County applications not accessible via the Internet: e.g., ERP, other		County	
g. Other required applications installed on computing equipment*			
<b>3. Connectivity</b>			
a. Broadband			
b. Telephone			
c. Video Conferencing			
<b>4. Other Equipment/Supplies</b>			
a. Copier			
b. Scanner			
c. Printer			
d. Fax Machine			
e. Telephone Headset			
f. Web Camera			
g. Other (Specify)			

\* May create additional cost to Department if not already installed or available on an enterprise basis.

**Completed and signed checklist must accompany your Telework Agreement.**

\_\_\_\_\_  
Teleworker's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Supervisor's signature

\_\_\_\_\_  
Date