



# Telework Agreement

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## I.0 General Information

### I.1 Purpose

This document sets forth the terms and conditions of the Telework Agreement between you and your agency. Completing this form with the required signatures constitutes authorization from your agency to start the Telework arrangement under the Commonwealth's Telework Program, as is required by Management Directive 505.36, *Telework*.

### I.2 Definitions

**Ad Hoc Telework** Type of Telework in which an employee is approved as a Part-Time Teleworker and works from the Headquarters on a regular basis but must request and receive the supervisor's consent in advance of scheduling a day to Telework. Ad Hoc Telework is intended to accommodate situations such as an inaccessible Headquarters, blocked commuter routes (i.e., major road construction, storm, or a disaster) or a special work project requiring an extended period of uninterrupted time.

**Alternate Worksite** An agency-approved remote office location or site, (e.g., one's primary residence), other than an employee's Headquarters, when an employee Teleworks.

**Full-Time Telework** Type of Telework in which an employee works from an Alternate Worksite on all workdays, except those occasional days when required to report to a physical location, including the Headquarters, or other sites, for meetings, training, other on-site duties, or as directed by a supervisor.

**Headquarters** The work location to which an employee is assigned, including Commonwealth office buildings within and outside the Harrisburg area, commonly referred to as an employee's assigned main office. For Teleworkers, the Headquarters is the location to which they would report to when their Alternate Worksite (i.e., home office) is unusable for any reason.

**Part-Time Telework** Type of Telework in which an employee works from an Alternate Worksite on a regular schedule, but less than on a full-time basis.

**Telework** A supervisor-approved work flexibility arrangement, formalized in a Telework Agreement, under which an employee performs the duties and responsibilities of such employee's position on a full-time, part-time or ad hoc basis from an approved worksite other than the employee's Headquarters location.

**Telework Plan** A document developed by the agency identifying specific information and requirements for the agency's Telework program that apply to the agency or a group of Teleworkers within the agency.

**Teleworker** An employee in a Telework eligible position, who has been approved, under a Telework Plan, to perform job duties at an Alternate Worksite on a full-time, part-time, or ad hoc basis pursuant to a Telework Agreement.

## 2.0 Program Guidance

### 2.1 Basic Principles of Telework Program

Participation in the Commonwealth's Telework program is not an employee right or guaranteed employee benefit, and is at the sole discretion of, and subject to, the prior written approval of management. Management may modify or terminate this Telework Arrangement for you at any time and for any reason.

Telework must not adversely impact the agency's mission and functions, nor shall it put a burden on staff remaining in the Headquarters. If, at any time, it is determined that your participation in the Telework program has an adverse impact on work operations, your supervisor shall terminate or modify your participation immediately. Except in cases of emergencies or where the totality of the circumstances dictates otherwise, you will be provided with a minimum of a two-week notice if such a change is necessary.

You must abide by all applicable laws and regulations as well as Commonwealth rules, policies, and procedures, that apply while working at your Headquarters.

Upon retirement, separation from employment, or departure from the position in which you are teleworking, you shall immediately return all the equipment, supplies, and other property provided to you by the Commonwealth, inclusive of that property identified in the Commonwealth Telework Data Sheet. You shall surrender to your supervisor all handbooks, data, documents, files in all formats, including digital, both Commonwealth-issued and related to Commonwealth work.

The Commonwealth will not reimburse you for the cost of basic office supplies that you will use as a Teleworker. You will be provided the opportunity to pick up office supplies deemed necessary by the Commonwealth to perform your required job duties at a designated Commonwealth work location at intervals to be determined by your agency. You will be reimbursed for postage fees incurred if mailings cannot be achieved at your headquarters and are required by your job duties.

### 2.2 Participation Criteria<sup>1</sup>

An employee must be in a position that has been designated as a Telework Eligible Position by their employing agency. Factors that may impact an employee's eligibility to participate in the Telework program are:

- The employee completes Commonwealth-required training as part of the request process prior to starting Telework.
- The employee completes Commonwealth-required web-based Telework training within the first three months of the commencement of Telework.
- The employee's latest employee performance review (EPR) shows an overall rating of at least satisfactory or equivalent. A supervisor may complete an interim EPR to assess improvements in

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<sup>1</sup> These criteria represent the minimum requirements. Other criteria may be included (e.g., restricting employees in their probationary periods from Telework or phasing in their eligibility) depending on an agency's operational needs.

employee performance that may enable an employee to participate in the Telework program.

- The employee is currently not on a corrective action or performance improvement plan.
- The employee is currently not on leave restriction.
- The employee has not been the subject of disciplinary action (written reprimand, alternate discipline in lieu of suspension, suspension, or disciplinary demotion) related to time and attendance, work performance or misconduct that would cause management concerns with an employee's ability to telework within the previous 12 months.

## **3.0 Employee Responsibilities**

### **3.1 Communications**

You must be available by telephone, email, collaboration software (Skype, Teams, WebEx, etc.), instant messaging, and any other platform made available by the Commonwealth during scheduled work hours. Email and telephone calls must be returned within agency-specific timeframes such as contained in service level agreements and/or performance standards. Supervisors may require communication to confirm start and end times of shifts, meal periods, and break periods (check-in/check-out). Communications may be monitored to ensure that communication and professional standards are maintained.

You may be required to attend meetings; such meetings could be required in-person at the Headquarters or at another location, or by conference call or online (video/web) conferencing. Supervisors have the authority to require use of video capability during work meetings via applicable platforms.

### **3.2 Alternate Worksite Location and Requirements**

Prior to the commencement of Telework, you must designate an Alternate Worksite for Telework; this site must be located within the Commonwealth of Pennsylvania. The Alternate Worksite must be located within reasonable travel distance of your Headquarters or another facility where you could be operational, as agreed upon by your supervisor. You must also designate a workspace at your Alternate Worksite for the placement and installation of equipment to be used while teleworking which ensures a secure, professional work environment. Requirements will vary depending upon the nature of the work and the equipment necessary to perform the assigned duties. At a minimum, you must have a securely configured high-speed internet connection at your Alternate Worksite. The Commonwealth maintains the right to visit and inspect the Alternate Worksite, at a mutually agreed upon time within thirty days of notification, for the express purpose of inspection, retrieval or maintenance of Commonwealth equipment. You must use the same precautions to secure and protect all Commonwealth IT resources) at your Alternate Worksite that are required at your Headquarters (i.e., making sure that all work-related equipment and materials are secured, data confidentiality is protected, liquids are kept away from the computer, etc.).

Potential distractions and conflicting demands must be resolved before you begin Telework. Should unforeseen circumstances affect your ability to meet productivity goals and work effectively from your Alternate Worksite, appropriate steps must be taken to resolve the situation. Steps may include arranging a different authorized Alternate Worksite or discontinuing Telework.

In the event that unforeseen or unplanned personal issues prevent you from working at your designated Alternate Worksite, you must advise your supervisor promptly and request another authorized worksite for a reasonable period of time. This other authorized work location could include Headquarters.

You may not have in-person meetings at your Alternate Worksite unless such worksite is a Commonwealth-owned or leased work location or a field location to which the employee has been assigned to perform work. Meetings not held via telephone or online (video/web) conference must be

held at your Headquarters or at a location approved in advance by your supervisor.

As an approved Teleworker, you are responsible for having your required equipment with you on every workday, whether working in Headquarters or at the Alternate Worksite.

### **3.3 Equipment Necessary to Telework**

You will be provided with equipment and accessories necessary to perform your assigned duties. The Commonwealth will not provide, nor will it pay or reimburse for, furniture, utility costs (internet, electric, phone, etc.), wireless access points, routers or other equipment or services (excluding individual employee arrangements that predate the beginning of temporary telework assignments that began in March 2020).

You are not permitted to use your own hardware, software, or other equipment without the prior, written approval of your IT delivery center or IT office. Use of employee-owned hardware, software, and other equipment not issued by the Commonwealth (such as printers, scanners, etc.) is voluntary and requires pre-approval by the Office of Administration, Office for Information Technology (OIT). Approved employee-owned hardware, software, and other equipment must have a configuration that is compatible with the OIT's information technology infrastructure as outlined in the Commonwealth Information Security Technology Policy, [ITP-SEC000, Information Security Policy](#). You are responsible for the installation, maintenance, repair, or replacement of approved employee-owned equipment; the Commonwealth will not pay for or reimburse you for personal property used for Telework. The Commonwealth will not provide technical support for approved employee-owned equipment. Some employee-owned equipment may require OIT to load drivers or other software to allow functionality; this will be approved by OIT on a case-by-case basis in conformance with Commonwealth IT policies. The Commonwealth shall not be liable for any drivers or other software loaded onto employee-owned equipment.

### **3.4 Security of Data and Equipment**

You are responsible for protecting and securing sensitive and confidential data and records in accordance with established state and federal statutes, regulations and guidelines, as well as all agency and Commonwealth policies, including, but not limited to, [Management Directive 205.34 Amended, Commonwealth of Pennsylvania Information Technology Acceptable Use Policy](#), regardless of where you conduct Commonwealth business. Data accessed while teleworking may only be stored on Commonwealth-furnished equipment. You must follow established directives regarding the use of records, data, user IDs, and passwords. You will be held responsible for the intentional or unintentional release of Commonwealth information resulting from improper use, storage, or disposal of that information, and may be subject to discipline up to and including termination of employment.

Commonwealth-furnished equipment must only be used by the Teleworker. The Commonwealth is responsible for the regular maintenance of all Commonwealth-issued equipment; as such, you may be required to bring equipment into Headquarters for periodic maintenance. You are responsible for the physical condition of all Commonwealth-issued equipment. You may be charged repair or replacement costs for any damaged or lost Commonwealth-issued equipment and may be subject to discipline up to and including termination of employment. If you are approved to use personal equipment, any Commonwealth equipment must be detached from the personal equipment before the personal equipment is used by you or others or for activities outside of Commonwealth work.

Any Commonwealth materials taken to or maintained at your Alternate Worksite must be kept in the designated workspace and must not be accessible to others. All electronic and hard copy records, data, and files created or maintained in connection with the performance of your job duties are the property of the Commonwealth and are subject to applicable confidentiality and retention practices, regardless of

where stored or maintained. Personal devices may be subject to access and review in accordance with [\*\*Management Directive 205.34, Commonwealth of Pennsylvania Information Technology Acceptable Use Policy\*\*](#), the Right-to-Know Law, 65 P.S. §§ 67.101—67.3104 and other applicable laws, regulations, and Commonwealth policies.

All retention schedules are to be followed for records, whether electronic or hard copy; records are to be handled in accordance with [\*\*Manual 210.9, The Commonwealth of Pennsylvania General Records Retention and Disposition Schedule\*\*](#).

You must use a secure connection at all times when teleworking. You must follow the Commonwealth requirements for the use of encryption and strong passwords for all devices related to a home network configuration (i.e., wireless router, computer).

You are not permitted to use public wi-fi (i.e., coffee shops or other non-secured areas and networks) as a means of an internet connection for Telework.

You must terminate the remote connection to Commonwealth systems at the end of each workday and ensure that devices are properly locked and secured when not in use.

You may not print work-related materials at home unless explicitly approved in writing by your agency, the home printer is approved by OIT, and the printer complies with [\*\*ITP-SEC000, Information Security Policy\*\*](#).

You must abide by all agency and Commonwealth policies, as well as all applicable laws and regulations, that all non-teleworking Commonwealth employees are required to follow.

<https://www.oa.pa.gov/Policies/Pages/itp.aspx>

<https://www.oa.pa.gov/Policies/md/Pages/default.aspx>

### **3.5 Notice of Disruptions at Alternate Worksite**

Any technological difficulties preventing connectivity and/or any disruptions at your Alternate Worksite (e.g., equipment failure, power or Internet outages, telecommunication difficulties, etc.) that impact your ability to perform your assigned duties and that you cannot promptly resolve on your own must be reported to your supervisor within 15 minutes of occurrence. In those instances, your supervisor may direct you to report to your Headquarters or another Alternate Worksite for the remainder of the day (taking into consideration the point of the work shift that such problems occur), or you may request leave, subject to supervisory approval. In cases where leave is requested and approved, the first 15 minutes following occurrence of the issue will be considered work time and not subject to leave. In cases where you are to report to your Headquarters or another Alternate Worksite, the reasonable time spent traveling to the Headquarters or the Alternate Worksite location will be considered paid work time if it is required by your supervisor to occur during your work hours; it is expected that you will work out the remainder of your work shift at the Headquarters or the Alternate Worksite location unless otherwise directed by your supervisor. Normal commuting time traveled outside regular work hours, however, is not compensable (See Section 3.9.). Should the employer suspect that abuse of the time allotments provided in this Section is occurring, you may be subject to disciplinary action to be treated under the basic tenets of just cause (should you be in a job class to which such rights attach).

### **3.6 Work Hours and Overtime**

You will adhere to your regularly scheduled work hours, as identified in the core HR system, and must be available during your scheduled work hours to perform assigned duties according to established standards and to communicate with supervisory staff, customers, and other business partners as appropriate. The

workday shall continue to be 7.5 or 8.0 hours unless an approved alternate work schedule is in effect, including permanent part-time work schedules.

You are required to follow standard agency overtime procedures and must secure supervisory approval prior to performing work in excess of 7.5 or 8.0 hours per workday for full-time employees or any approved permanent part-time schedule as in accordance with **Management Directive 525.15, Overtime**.

Failure to comply with this provision may result in termination of the Telework Agreement, and/or other appropriate corrective action.

### **3.7 Requests for Leave**

Commonwealth and agency-specific policies for requesting and using annual, sick and all other leave remain unchanged when you Telework. You are responsible for requesting leave in advance from your supervisor. In all cases, appropriate leave must be requested if you are not working during scheduled work hours.

### **3.8 Office Closings**

As a Teleworker, if you are scheduled to work at your Alternate Worksite on a day that the Headquarters is closed due to an official paid office closing event (e.g., weather conditions, Governor's Inauguration, or other emergency event), you are expected to work from your Alternate Worksite or use approved leave, unless otherwise authorized by the Office of Administration, in accordance with [Management Directive 530.17, Partial and Full Day Closings of State Offices](#).

As a Teleworker, in the event of a delayed start or an early dismissal at the Headquarters due to weather conditions or other reasons, you are expected to work from your Alternate Worksite during your full, regularly scheduled workday, even if you were scheduled to report to your Headquarters or another worksite. Essential employees shall continue to follow specific agency guidance. When significant weather events or other emergencies are anticipated, you should ensure that all equipment and accessories are in your possession to enable you to Telework. Teleworkers are required to work or use approved leave during weather events, unless otherwise authorized by the Office of Administration.

As a Teleworker, if you are scheduled to work at your Alternate Worksite on a day of an early dismissal due to a holiday, you shall be excused from work under the same terms and conditions as if you were scheduled to work at your Headquarters.

### **3.9 Travel Time**

All travel time and expenses are determined based on your Headquarters location. You will not be reimbursed for parking (unless you telework on a part-time basis and are regularly required to report to your headquarters and were eligible for reimbursement, or received paid parking, immediately prior to the signing of this agreement), travel miles, time spent travelling to your Headquarters, or any other expenses related to commuting to/from your Headquarters.

If required by your supervisor to report to the Headquarters after the start of your workday, the time required to commute from your Alternate Worksite to your Headquarters shall be considered paid work time; however, travel time at the end of the workday will not be treated as work time. In neither instance will you be eligible for travel expense reimbursement. In the event technological difficulties preventing connectivity and/or any disruptions at your alternate worksite continue into a second workday, it is your responsibility to ensure you have received guidance from your supervisor in advance of your next shift regarding where to report, allowing for normal commute times in advance of the start of your shift. Failure



to do so will result in appropriate leave being charged for any commute time falling within your shift.

### **3.10 Workers' Compensation**

If you are injured during the course and scope of employment, your injury will be handled in accordance with the Pennsylvania Workers' Compensation Act the same as if you were working from Headquarters. You are responsible for ensuring that your workspace within your Alternate Worksite is maintained in a safe condition, free from hazards and other dangers to yourself and equipment, and you shall be required to complete the Telework Safety Assessment (Section 6.0). The Commonwealth's liability for job-related accidents will apply during the approved work hours but shall be limited to your approved workspace within the Alternate Worksite and shall not apply or extend to any other areas of the Alternate Worksite. You shall notify your supervisor immediately of any accident or injury that occurs at your Alternate Worksite and complete any required forms. Supervisors will input claims for Teleworkers in the same manner as for employees working at Headquarters.

### **3.11 Dependent Care**

Teleworking is not a substitute for dependent care (i.e., childcare, elder care, pet care or care of any other dependents). You must make and maintain dependent care arrangements during scheduled work hours to permit yourself to concentrate on work assignments at your Alternate Worksite. If a dependent is present at the Alternate Worksite during scheduled work hours, you must make and maintain arrangements for the care of that dependent to permit concentration on work assignments and to ensure that their presence does not interfere with your ability to perform assigned work.

### **3.12 Documentation of Work**

You may be required to document your work activities on a daily or weekly basis. You are required to comply with the frequency and manner in which the documentation shall occur as determined by supervisory staff.

### **3.13 Income Tax**

You are solely responsible for any individual tax implications or benefits resulting from using your residence as an Alternate Worksite or any other aspect of Telework. The Commonwealth will not provide tax guidance, nor will the Commonwealth assume any additional tax liabilities. You are encouraged to consult with a qualified tax advisor to discuss tax implications.

### **3.14 Waiver of Liability**

The Commonwealth shall not be responsible for any costs associated with your Alternate Worksite such as property or service maintenance, insurance, services, and utilities. The Commonwealth shall not be liable for damages or wear and tear to your personal or real property at the Alternate Worksite. The Commonwealth shall not be responsible for any Commonwealth drivers, software or other products loaded onto employee-owned devices.

In the event that the Telework arrangement involves activities that must be approved by local zoning officials or homeowner's association, you are solely responsible for initiating and securing the necessary approvals, complying with the applicable terms and conditions, and paying for all required costs.

## **4.0 Supervisor Responsibilities**

### **4.1 Adherence to Conditions of Telework**

Supervisors must review and understand the terms and conditions of their subordinates' Telework arrangements and are responsible for ensuring compliance. Supervisors must ensure that employees who remain at Headquarters are not adversely impacted by being required to compensate for the absence of a Teleworker from the Headquarters or otherwise incur extra duties.

### **4.2 Communications**

Continual engagement and frequent communications with employees who are working remotely is critical to the success of the Commonwealth's Telework program. Communication can and should occur in a variety of ways: via telephone, emails, web conferences, activity reports, and in-person meetings. Supervisors must ensure that Teleworkers maximize their time, are provided the same information and updates as those not teleworking and that Teleworkers are aware of their supervisor's expectations and required performance levels. As with office-based employees, Teleworkers are to perform in accordance with their job descriptions, performance standards, and other related requirements. Supervisors are also responsible for ensuring that all employees are competent in the different communication tools available in the Commonwealth, regardless of whether employees are in Telework status.

### **4.3 Time and Attendance**

Proper monitoring and certification of employee work time is necessary for a Telework program to be successful. Supervisors must review and ensure that you are paid only for hours worked, and that appropriate leave is used for absences during scheduled work hours. Supervisors must take those steps necessary to ensure that Teleworkers are working when scheduled, such as regular reviews of work, regular update calls with employees and other methods of tracking performance. Supervisors will be responsible for the pre-approval of overtime and work schedule changes.

### **4.4 Performance Monitoring and Assessments**

Supervisors must provide Teleworkers with specific, measurable, and attainable assignments and expected outcomes and communicate such before Telework begins. The list of duties, assignments and outcomes should be reviewed regularly during communications between your supervisor and you. It is also advisable that supervisors and Teleworkers review work as it is completed to properly balance workloads between Teleworkers and those remaining at Headquarters.

Performance outcomes, expectations, and assessment mechanisms and schedules should not be adversely affected by Telework. The supervisor of a Teleworker will have a reasonable basis for assessing performance by focusing on work productivity and results rather than by direct observation of the employee.

**5.0 Agency Policies** (Agency policies may be included here. Agency policies may not contradict or replace any of the information in this template.)

## 6.0 Employee Safety Self-Certification

### 6.1 Telework Safety Self-Certification

It is imperative that Teleworkers be able to concentrate and be safe in their Alternate Worksite. Recognizing these needs, Teleworkers must maintain an Alternate Worksite that allows them to perform their jobs efficiently, safely and comfortably.

The following check list must be completed by you and reviewed with your supervisor prior to the commencement of Telework. This checklist is meant to provide recommendations to help you maintain an Alternate Worksite that allows you to work safely and efficiently. An Alternate Worksite that is not safe or is not maintained in safe conditions may affect workers' compensation eligibility in the event of an injury at the Alternate Worksite.

- The Worksite is free from excessive noise.
- There is adequate lighting provided at the Worksite.
- All electrical equipment is free of recognized hazards that could cause physical harm.
- The electrical system is adequate for office equipment, such as an acceptable surge protector.
- Aisles, doorways, and corners are free of obstructions, permitting visibility and movement.
- First aid supplies are readily accessible and adequate.
- Work surfaces and chairs are ergonomically correct – see “Telework Safety” on the OA Telework website.
- The office space is neat, clean, and free of hazardous materials.
- A fire extinguisher is located nearby.

**I hereby affirm by my electronic signature that I have read this entire Telework Agreement and that I understand and agree to be bound by all of its provisions.**

*(Electronic Signatures are acceptable for this document.)*

**TELEWORKER:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

I hereby affirm by my electronic signature that I have reviewed the entire Telework Agreement with the above listed employee, and I have reviewed and approved the information submitted by the employee regarding the safety self-certification, the Alternate Worksite location, and the Telework schedule.

**SUPERVISOR:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

## Appendix A Commonwealth Telework Data Sheet

Alternate Worksite Information	
LOCATION NAME	LOCATION PHONE NUMBER (INCLUDE AREA CODE)
LOCATION ADDRESS	
TELEWORK SCHEDULE	