

## CITY OF WORCESTER TELEWORK AGREEMENT

## EMPLOYEE INFORMATION

|                        |  |                           |  |
|------------------------|--|---------------------------|--|
| Effective Date:        |  | Review of Agreement Date: |  |
| Employee Name:         |  | Work Phone:               |  |
| Department & Division: |  | Full-time or Part-time:   |  |
| Position Title:        |  | Exempt or Non-Exempt:     |  |
| Current Work Hours:    |  | Supervisor Name:          |  |
|                        |  | Department Head:          |  |

**Instructions**

1. Details of arrangement may be attached to this document.
2. The employee and the Department Head should each retain a copy of this agreement and details attached.
3. The Department Head must file this agreement with the Human Resources Department.
4. The Department Head, or Designee, must schedule an initial review with the employee 30 days after the effective date of this Agreement to evaluate the effectiveness of the arrangement and make modifications where necessary, thereafter such reviews shall be conducted at a minimum annually.

|           | Standard Work Hours | New Hours at Work | Work Remotely                           |
|-----------|---------------------|-------------------|---|
| Sunday    |                     |                   | Remote Hours : <input type="checkbox"/> |
| Monday    |                     |                   | Remote Hours : <input type="checkbox"/> |
| Tuesday   |                     |                   | Remote Hours : <input type="checkbox"/> |
| Wednesday |                     |                   | Remote Hours : <input type="checkbox"/> |
| Thursday  |                     |                   | Remote Hours : <input type="checkbox"/> |
| Friday    |                     |                   | Remote Hours : <input type="checkbox"/> |
| Saturday  |                     |                   | Remote Hours : <input type="checkbox"/> |

I have read and understand the above/attached arrangement. I understand that my failure to adhere to the expectations set by my Department Head may have an adverse effect on my employment and may result in disciplinary action, including, but not limited to the immediate withdrawal of the opportunity to benefit from a flexible work arrangement. If this agreement is being made or modified as part of a formal ADA accommodation, the employee and the Department Head will consult with Human Resources and Office of Disabilities in the creation or any modifications of this form.

\_\_\_\_\_  
Employee Name (printed)

\_\_\_\_\_  
Department Head Name (printed)    Date

\_\_\_\_\_  
Employee Name (signed)

\_\_\_\_\_  
Department Head Name (signed)    Date

**Department Use Only:**

Recommended for telework

Not recommended for telework

Please state the reason if not recommended for telework: \_\_\_\_\_

\_\_\_\_\_  
Human Resources Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Department Head Signature

\_\_\_\_\_  
Date

Location of remote work arrangement (address): \_\_\_\_\_

This location is:  employee's residence  off-site location established by City of Worcester

**Terms of Agreement:**

The duties, responsibilities, and conditions of employment remain unchanged. The employee must comply with all City of Worcester ("City") policies and procedures while working off-site. Salary and benefits remain unchanged and Workers Compensation benefits will apply only to injuries arising out of and in the course of employment as defined by Workers Compensation law. The employee must report any such work-related injuries to his or her supervisor immediately. The employee understands that the City will not be liable for any injuries arising out of personal, non-work related activities, even if they occur during scheduled work hours. The City is further not responsible for injuries or property damage unrelated to such work activities that might occur in the remote work setting.

Overtime compensation (for non-exempt staff) and vacation and health and personal leave will continue to be based on hours paid during the remote work arrangement as per existing procedural language. Requests to work overtime, declare vacation or take other time off from work must be pre-approved in writing by the employee's Department Head. According to the terms of this Agreement, the off-site work schedule is detailed in this Agreement. For non-exempt staff, this specification must be in accordance with Telework Policy guidelines and should include meal breaks. Some job descriptions may call for employees to work outside of the core hours of the job and pre-determined schedule pursuant to this agreement; however, such employees shall not be considered in continuous employment. If your job description requires you to be available outside of regularly scheduled hours set by this Agreement please include a written statement detailing the arrangement and attach hereto. Said statement shall be made a part of this agreement. If an employee needs to change his or her schedule, he or she agrees to obtain advance written approval from the Department Head. When prior written approval is not feasible, the employee must at a minimum notify the Department Head via email of the schedule change.

The employee's use of equipment, software, and all other resources provided by City of Worcester is limited to the purposes of remote work and is not intended for the employee's personal use. The decision to remove or discontinue use of the resources listed in this agreement shall rest entirely with the City. In the event that the employee ceases employment with the City, or the remote work arrangement is discontinued for any reason, the employee must agree to return all City property within 48 hours.

If applicable, the department/division will provide or arrange for maintenance of the equipment provided to the employee through remote work, and may provide for insurance coverage as per the City's policy. However, the employee is responsible for the cost of any repairs caused by the misuse or abuse of the equipment, or by the employee own negligence. The City reserves the right to exchange or retrieve city-owned property with reasonable advance notice.

The City shall not reimburse the employee for the cost of off-site related expenses such as heat, water, electricity, and any insurance coverage not provided by the City. Personal tax implications related to the off-site work space shall be the employee's responsibility.

The employee has responsibility for maintaining the security and confidentiality of City files, data and other information that are in the off-site work place. For more please refer to City Computer Usage Policy on the Intranet.

Remote work is not to be regarded as a substitute for ongoing child care or adult care. If applicable, the employee shall attach a general description of caregiving arrangements that will be in effect during remote work hours. If the employee needs to modify these arrangements, they shall inform the Department Head and obtain the necessary approvals to continue the remote work arrangement.

I \_\_\_\_\_ (employee) have read the City of Worcester's Telework Policy and acknowledge the guidelines and expectations required of me while working remotely.