

**HR/LR Policy #1422**

**Telework**

**Issued** 07/01/1997

**Revised** 02/23/2015

**Authority** Enterprise Human Resources,  
Department of Administration,  
Office of MN.IT Services

**OVERVIEW**

**Objective**

The State of Minnesota strives to provide a flexible work environment as part of its human capital strategy to aid agencies in attracting, motivating, and retaining a highly qualified and skilled workforce. Telework arrangements allow employees the flexibility to perform work from an alternative location while delivering quality services to customers. These arrangements may provide various business-related benefits to the agency, including: 1) Supporting the state's requirements for continuity of operations; 2) attracting skilled workers from throughout the state and region; 3) minimizing impact to the environment; 4) reducing the need for office space and parking; and 5) increasing productivity as a result of fewer interruptions and distractions.

**Policy Statement**

The State of Minnesota encourages teleworking where it meets the business needs of the agency.

**Scope**

This policy applies to all employees of executive branch agencies and classified employees in the Office of Legislative Auditor, Minnesota State Retirement System, Public Employee Retirement System, and Teachers' Retirement System.

**Definitions**

**Homeworker** refers to an employee who has his or her home as his or her assigned work location and works permanently from that location.

**Mobile Worker** refers to an employee who travels continuously and/or who has his or her home as an assigned work location.

**Permanent/Principal Work Location** is the work location the employee is assigned to when not teleworking.

**Telework** is the performance of job duties on a regular, recurring basis at a location other than the employee's permanent/principal work location. It is a management tool that allows employees to perform job responsibilities at an alternative location (i.e. home or telework center). Telework is a formalized arrangement which can be full-time, part-time, or on a limited basis (for example, 1 or 2 days a month). Telework is voluntary on the part of both the employer and the employee.

**Telework Agreement** is a signed document that outlines the understanding between the agency and the employee regarding the telework arrangement. It is not a contract and can be changed or cancelled at any time at the discretion of the agency.

**Telework Office** refers to the approved alternative office location in which an employee is authorized to conduct work off-site. In most cases, the telework office will be an employee's home.

**Teleworker** is an employee who has entered into a telework arrangement with his or

## OVERVIEW

	her agency.
<b>Exclusions</b>	<p>This policy does not apply to employees who:</p> <ul style="list-style-type: none"><li>• Work at home on a short-term basis or as a temporary or reasonable accommodation;</li><li>• Are mobile workers or homeworkers;</li><li>• May work occasionally at home for various reasons; or</li><li>• Are working from home under business continuity or pandemic situations.</li></ul> <p>Alternate work environments that complement or go beyond telework may also exist, however, this policy only addresses telework as defined above.</p>
<b>Statutory References</b>	M.S. 16E.05, subd. 3, Government Information Access, Capitol Investment

## GENERAL STANDARDS AND EXPECTATIONS

*The use of telework is at the sole discretion of the agency. Not all work situations are appropriate for telework, nor is telework appropriate for all employees. An agency that allows telework must ensure that an appropriate work environment and appropriate framework of expectations exists, as outlined below.*

### I. EMPLOYMENT CONDITIONS

- a. **Compliance with Federal/State Employment Laws.** Telework arrangements must comply with state and federal employment laws that apply to all state employees. This includes the Fair Labor Standards Act (FLSA) which regulates the payment of overtime.
- b. **Job Duties and Responsibilities.** The job duties, responsibilities and obligations of the position as well as the related terms and conditions of employment as specified in the collective bargaining agreement/plan are not affected by teleworker status.
- c. **Compliance with Bargaining Agreement/Plans.** Provisions of the applicable bargaining agreements or plans must be followed when implementing telework arrangements. Salary, retirement benefits and state-sponsored insurance coverage remain unchanged.

### II. EMPLOYEE EXPECTATIONS

- a. **Dependent Care.** Telework hours are regular work hours and are not a substitute for dependent care.
- b. **Work Schedule/Meetings.** The work schedule, including normal work day hours, breaks and core hours (if required by agency policy), and use of vacation and sick leave will be discussed by the supervisor and the teleworker within the framework of the FLSA, agency policy and the applicable bargaining agreement. Core hours are those hours during which the teleworker is expected to be available to communicate with the supervisor, co-workers or the public by telephone, e-mail, fax, etc. The supervisor will determine the number of days per week/payroll period that the employee will telework. In addition, overtime for non-exempt employees must be pre-approved.

The teleworker will be expected to attend all assigned meetings relating to the performance of the job, including those which would normally be held on a telework day. The supervisor will determine whether the teleworker's attendance at the meeting must be in-person at the permanent/principal work location, or if the teleworker may attend the meeting from the telework office.

- c. **Location and Travel.** The permanent/principal work location for teleworkers is the office location they are assigned to when not teleworking, and not their telework location.

## GENERAL STANDARDS AND EXPECTATIONS

- i. Travel time will be paid for when the teleworker has to report to the permanent/principal work location after the teleworker began his/her work day from his/her telework office. Travel time will also be paid for when the teleworker reports to the permanent/principal work location but ends his/her work day from his/her telework office. However, when the teleworker reports to the permanent/principal work location for the entire work day, travel between the permanent/principal work location and the employee's home telework office is considered commuting time and is not paid;
  - ii. Mileage between the employee's home telework office and the teleworker's permanent/principal work location shall be considered commuting mileage and is not subject to reimbursement; and
  - iii. If the teleworker is working at an alternative work site (not the telework office and not the permanent/principal work location), the mileage from the alternative work site to the permanent/principal work location shall be reimbursable in accordance with the employee's collective bargaining agreement or plan.
- d. **Communications.** Teleworkers must be reachable by clients, co-workers, as well as the supervisor during agreed upon hours. Teleworkers must notify assigned office staff if they leave their telework location during work hours just as they would if they were in the office. They must also notify the supervisor if they are not performing work due to illness or personal reasons and must follow the normal procedures for requesting time off.
- e. **Supplies and Expenses.** Supplies needed for the telework office will be obtained through the normal supply request procedures. A teleworker must seek prior approval from the supervisor for expenses that will be incurred. Approved expenses will be reimbursed in accordance with existing state policies and collective bargaining agreements.
- f. **Responsibilities When Telework Office is in the Home.** The teleworker is responsible for establishing and maintaining a safe and adequate telework office in the home. The designated telework office may be subject to review and approval by the supervisor to ensure that it is conducive to performing work. The teleworker will be responsible for all costs related to modifications of the telework office including but not limited to remodeling or electrical modifications.
- g. **Privacy and Security.** Teleworkers needing restricted access to confidential or sensitive information while working at a telework office will discuss the need with their supervisor. The information type will be documented in the telework agreement before the teleworker may take the information off-site. Teleworkers are responsible for protecting the privacy and confidentiality of data at their telework office the same as they would be in the permanent/principal work location. Teleworkers must ensure the security of data and information that is transported to and from their telework office site.
- h. **Equipment Liability.** The teleworker is responsible for insuring employee-owned equipment.
- i. **Return of Equipment.** Teleworkers must return all state-owned hardware, software, supplies, documents and other information or property to the permanent/principal work location prior to termination of teleworking or employment.
- j. **Notice to Supervisor.** Teleworkers are responsible for promptly notifying their supervisor of an equipment malfunction or failure of either state-owned or employee-owned equipment needed to do assigned work. If the malfunction prevents the teleworker from performing assigned tasks, the teleworker must notify the supervisor immediately. The teleworker may be assigned to perform different tasks, to assist with repair or exchange of equipment, or to proceed to another work location.
- k. **Performance.** The teleworker is responsible for maintaining satisfactory work performance. A decline in work performance will result in termination of the telework agreement.
- l. **Weather Emergencies.** A teleworker who is scheduled to work at the telework office on a day

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declared as a weather emergency is expected to work as scheduled, unless the telework office is located outside of the home and is also impacted by the weather emergency or the employee is otherwise excused from working.

- m. **Taxes.** Federal and state tax implications of teleworking and use of a home office are the responsibility of the employee.

### III. SUPERVISOR EXPECTATIONS

- a. **Communication Plan.** The supervisor must work with the teleworker to develop an effective communication strategy. The communication strategy should ensure that the teleworker effectively manages his or her workload and that teleworking does not have a negative impact on the teleworker's co-workers and team. In addition, the supervisor should maintain regular communication with the teleworker.
- b. **Performance Expectations Plan.** The supervisor is responsible for developing a plan that defines performance expectations and deliverables, and reviewing the plan with the teleworker.
- c. **Emergency Plan.** The supervisor is responsible for developing emergency and back up strategies with necessary phone numbers and a messaging plan in case of an emergency (e.g. equipment failure).
- d. **Meetings.** The supervisor should ensure that planned meeting schedules are communicated in advance as soon as possible so teleworkers are able to adjust their work schedules and work location accordingly.
- e. **Training.** Agencies are encouraged to provide training for supervisors and teleworkers in order to ensure a successful telework program. For example, topics could include: telework policy and procedure, data security and privacy, FLSA, communication, injury reporting, goal and standard setting, technology use and guidelines, safety, time tracking, etc.

### IV. EQUIPMENT AND MATERIALS

- a. **Agency-provided Equipment.** State agencies may provide, at their sole discretion, computer hardware equipment, software, and telephone service deemed necessary to perform assigned work off-site.
- b. **Record of Equipment.** State agencies must maintain a record of state-owned hardware, software, and other property located in the telework location.
- c. **Employee-owned Equipment.** State agencies may authorize teleworkers to use employee-owned computer hardware equipment and software that is necessary to perform assigned work off-site.
- d. **Installation and Repair.** State agencies are responsible for installing, testing, maintenance, and repair of the equipment and upgrades of software when teleworkers use state-owned equipment.
- e. **Repair of Employee-owned Equipment.** State agencies may elect to provide maintenance and repair for employee-owned equipment, hardware and software.
- f. **Business Use Restrictions.** Equipment, hardware and software furnished by state agencies remains the property of the state and are subject to the same business use restrictions as if the property was located on state premises. To ensure hardware and software security for state-owned equipment, all software used for teleworking must be approved by the agency. State-owned software shall not be installed on employee-owned hardware unless authorized by the agency. Employee-owned software shall not be installed on state-owned hardware.

### V. DATA AND SECURITY

- a. **Data Practices Act.** Provisions of the Minnesota Government Data Practices Act ("MGDPA") and agency data privacy policies must be followed when performing work at the telework office.

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The teleworker and supervisor must discuss the type and form of data which will be taken to and from the telework office and must agree on the security and transfer process necessary to meet the needs of the agency, to protect the security of the data, and to comply with the MGDPA. (See Appropriate Use of Electronic Communication and Technology Policy).

- b. **Data Privacy.** Pursuant to M.S. 13.43, the address provided for the work location must not contain private data. As a result, if the telework office is the employee's home, the work location address must be the address of the permanent/principal work location.
- c. **Data Requests and Retention.** Data created and maintained during a teleworker arrangement generated for the purpose of conducting state business, is subject to the MGDPA and the state's records management statute, regardless of whether the telework is performed on state-owned or employee-owned equipment. This means the teleworker is responsible for following proper retention and disposal procedures, such data remains the property of the state, and such data must be returned to the state upon request of the agency.

### VI. LIABILITY

- a. **Extension of State Agency.** The teleworker's telework office is considered an extension of the state agency during the agreed upon working hours. The designated telework office must accommodate any equipment to be used in work performed and the teleworker must protect the work space from hazards and dangers that could affect the teleworker or the equipment. A state agency representative may make visits to the telework office, with advanced notice, to ensure that the equipment and work area are safe and free from hazards.
- b. **State-owned Equipment.** The telework office space must accommodate any equipment to be used in work performed and the teleworker must protect the telework office from hazards and dangers that could affect themselves or the equipment. A state agency representative may make visits to the telework office, with advanced notice, to ensure that the equipment and work area are safe and free from hazards. State agencies are responsible for insuring state-owned equipment. The teleworker has the same responsibility for taking appropriate steps to minimize damage to state-owned property at the telework office as at the permanent/principal work location.
- c. **Third Party Liability.** Agencies do not assume responsibility for third party injury or property damage that may occur at the telework office, such as injury to a courier driver. If an agency representative is visiting the telework office on state business and is injured, the injury may be covered by Workers' Compensation. Business meetings held at the telework office must be approved in advance by the teleworker's supervisor and are at the discretion of the agency.
- d. **Workers' Compensation.** An employee is covered by the state's Workers' Compensation laws while in telework status. Any injury that occurs within the course and scope of employment must be reported to the supervisor immediately, using the agency's standard injury reporting process. The employee's designated telework office is considered an extension of state work space only during scheduled teleworking hours for purposes of Workers' Compensation.

When an employee telecommutes or performs any part of their State of Minnesota job duties in a home office that is located outside the boundaries of the State of Minnesota, it may be necessary for the Agency to purchase workers' compensation liability coverage in the state where the home office is located. Please contact the Worker's Compensation Program at 651-201-3030 prior to establishing a telework agreement with an employee if this would be the case, or if there are any questions.

### VII. TELEWORK APPROVALS

State agencies must create a process for determining which positions are eligible for telework using job related criteria. The agency must also create a second set of criteria based on employee performance. Agencies retain the right to approve or deny requests at their discretion based on the criteria they establish. Agencies should set clear expectations for monitoring performance and ensuring that customer and business needs are met.

## GENERAL STANDARDS AND EXPECTATIONS

Examples of possible approval criteria could include:

### a. Job Related Criteria

- Overall business needs
- Ability to provide adequate supervision of the employee remotely
- The effects of telecommuting on customer service
- The costs to be saved or incurred
- The need or availability of tools and equipment
- The existence of well-defined job objectives and output that can be assessed
- The teleworker can be reached by coworkers and customers and be responsive to calls and other types of correspondence
- A need for sensitive documents that cannot be taken off-site

### b. Performance Related Criteria

- The employee's current and past job performance
- The employee's communication skills
- The employee's ability to manage priorities and work independently
- Attendance history (excluding Family Medical Leave (FMLA) absences and Americans with Disabilities (ADA) accommodations).
- The employee's ability to complete work projects with minimal supervision

## VIII. TELEWORK AGREEMENT

- a. Agreement required.** State agencies that allow telework shall create a telework agreement. At the minimum, an agency's telework agreement must address the following:
- i. Employee performance expectations and monitoring
  - ii. Work hours and schedule
  - iii. Telework location
  - iv. Equipment and supplies
  - v. Liability and worker's compensation
  - vi. Data privacy and security
  - vii. Communication and accessibility
  - viii. Employment conditions
- b. Signature.** A telework agreement must be signed by the supervisor and employee prior to the start of teleworking.
- c. Cancellation.** The telework agreement can be changed or cancelled by the employer at any time. A telework agreement should be cancelled where the teleworker has performance issues or a change in job responsibilities, or when the needs of the agency are not being met. The teleworker can also cancel the telework agreement at any time. The teleworker must give advance notice to his or her supervisor of the cancellation to enable the supervisor to ensure that adequate space is available at the permanent/principal work location, to maintain employee schedules, and to ensure that business needs are met.
- d. Renewal of Telework Arrangement.** The telework agreement is not open-ended. At least annually, the supervisor and teleworker must discuss whether to continue the arrangement. The supervisor and teleworker also must discuss the arrangement and determine whether to renew it if any of the following events occur:
- i. A change in the teleworker's job duties
  - ii. Teleworker or supervisor changes positions
  - iii. Trial period expires

## RESPONSIBILITIES

## RESPONSIBILITIES

<b>Agencies are responsible for:</b>	Agencies are responsible for complying with terms of this policy, managing the implementation of telework in their agency, and drafting any corresponding agency specific policies or procedures they deem necessary.
<b>MMB is responsible for:</b>	MMB is responsible for maintaining this policy and corresponding tools/resources.

## FORMS AND INSTRUCTIONS

- Telework Best Practice
- Exhibit A: Example of Telework Agreement

<b>Contacts</b>	MMB's Human Resources Management Division
<b>References</b>	<ul style="list-style-type: none"><li>• Appropriate Use of Electronic Communication and Technology Policy</li><li>• M.S. 16E.05, subd. 3, Government Information Access, Capitol Investment</li><li>• M.S. 43A.38 Code of Ethics for Employees in the Executive Branch</li><li>• M.S. 13 <i>et seq</i> Minnesota Government Data Practices Act</li><li>• Minnesota Income Tax Withholding</li></ul> <p><a href="http://www.revenue.state.mn.us/Pages/default.aspx">http://www.revenue.state.mn.us/Pages/default.aspx</a></p>

## TELEWORK BEST PRACTICE

The following best practice serves as a guide for supervisors when implementing a telework arrangement with an employee. This document and the accompanying attachment are intended as guidance only. Each agency may decide which of these practices to adopt depending on its unique circumstances and business needs.

<b>STEP 1 Inquiry</b>	<ul style="list-style-type: none"> <li><input type="checkbox"/> Employee expresses interest in telework to supervisor.</li> </ul>
<b>STEP 2 Telework Policy</b>	<ul style="list-style-type: none"> <li><input type="checkbox"/> Supervisor provides agency telework policy and discusses telework selection process with employee.</li> </ul>
<b>STEP 3 Assessment</b>	<ul style="list-style-type: none"> <li><input type="checkbox"/> Employee completes agency request process for telework.</li> </ul>
<b>STEP 4 Evaluation/Decision</b>	<ul style="list-style-type: none"> <li><input type="checkbox"/> Supervisor evaluates the request based on agency telework criteria.             <ul style="list-style-type: none"> <li>○ Yes, employee and job criteria are met, skip to Step 6.</li> <li>○ No, employee and job criteria are not met, go to Step 5.</li> </ul> </li> </ul>
<b>STEP 5 Turn Down Discussion</b>	<ul style="list-style-type: none"> <li><input type="checkbox"/> Supervisor meets with employee to discuss reasons why employee or job criteria do not meet telework selection criteria. Explore alternatives to telework, if any.</li> <li><input type="checkbox"/> Supervisor marks decision on agency telework request form or some other form of documentation. Supervisor keeps a copy for his or her file and a copy is given to employee.</li> </ul>
<b>STEP 6 Telework Agreement</b>	<ul style="list-style-type: none"> <li><input type="checkbox"/> Supervisor reviews Telework Agreement (Exhibit A) with employee and goes over expectations and conditions of arrangement including:             <ul style="list-style-type: none"> <li>○ Employee performance expectations and monitoring</li> <li>○ Work hours and schedule</li> <li>○ Telework location</li> <li>○ Equipment and supplies</li> <li>○ Liability and worker's compensation</li> <li>○ Data privacy and security</li> <li>○ Communication and accessibility</li> <li>○ Employment conditions</li> </ul> </li> <li><input type="checkbox"/> Supervisor and employee sign telework agreement.</li> <li><input type="checkbox"/> Original Telework Agreement given to HR. The supervisor retains a copy and gives one to the employee.</li> <li><input type="checkbox"/> Supervisor provides teleworker with an emergency point of contact phone list for</li> </ul>



## TELEWORK BEST PRACTICE

	<p>emergencies (e.g. equipment failure).</p>
<p><b>STEP 7 Training</b></p>	<ul style="list-style-type: none"> <li><input type="checkbox"/> Employee completes telework training. <i>Training for employee may include:</i> <ul style="list-style-type: none"> <li>○ Statewide and agency telework policies</li> <li>○ The Telework Agreement</li> <li>○ Data Security and Privacy Policies/Practices</li> <li>○ Fair Labor Standards Act/Collective Bargaining Agreement Language (<a href="http://mn.gov/mmb/employee-relations/labor-relations/Labor/">http://mn.gov/mmb/employee-relations/labor-relations/Labor/</a>)</li> <li>○ Performance and conduct standards</li> <li>○ Emergency point of contact procedures</li> <li>○ Equipment use and maintenance</li> <li>○ Injury reporting procedures</li> </ul> </li> <li><input type="checkbox"/> Supervisor completes telework training. <i>Training for supervisor may include:</i> <ul style="list-style-type: none"> <li>○ Statewide and agency telework policies</li> <li>○ Agency telework best practice</li> <li>○ The Telework Agreement</li> <li>○ Collective Bargaining Agreement</li> <li>○ Scheduling Limitations (FLSA)</li> <li>○ Skills and techniques needed for successful supervision and management of teleworkers</li> <li>○ Timekeeping procedures</li> <li>○ Planning for the telework day</li> <li>○ Technology use and guidelines</li> <li>○ Data security</li> <li>○ Designing the workspace for safety, ergonomics and efficiency</li> <li>○ Communication tips and procedures</li> <li>○ Maintaining the team</li> <li>○ Troubleshooting and problem solving</li> <li>○ Injury reporting procedures</li> <li>○ Emergency point of contact procedures</li> </ul> </li> </ul>
<p><b>Step 8 Equipment Installation</b></p>	<ul style="list-style-type: none"> <li><input type="checkbox"/> Necessary equipment/software is installed at telework office.</li> </ul>
<p><b>Step 9 Communication</b></p>	<ul style="list-style-type: none"> <li><input type="checkbox"/> Communication is sent out to team regarding employee's new telework arrangement.</li> </ul>
<p><b>Step 10 Telework Begins</b></p>	<ul style="list-style-type: none"> <li><input type="checkbox"/> Employee starts telework arrangement.</li> <li><input type="checkbox"/> Supervisor monitors performance and output.</li> </ul>

## TELEWORK BEST PRACTICE

Additional forms agency may wish to develop and incorporate into telework best practice:

- A teleworker checklist to ensure employee has what he/she needs to start teleworking.
- A telework tracking tool to track telework activity in the agency (especially in large agencies). Information may include: 1) number of teleworkers; 2) number of days teleworking 3) number of telework requests turned down and reasons why; 4) how telework hours are tracked; 5) major barriers to telework in agency; or, 6) any information that may be utilized for analyzing the impacts of telework on the human capital or business strategy of the agency.
- Teleworker Do's and Don'ts List

*Exhibit A: Example of Telework Agreement*



**TELEWORK AGREEMENT**

Employee Name: \_\_\_\_\_ Date: \_\_\_\_\_

Agency Name: \_\_\_\_\_ Department: \_\_\_\_\_

<b>TELEWORK SCHEDULE</b>		
Effective date of telework schedule (mm/dd/yyyy):		
Expiration date of telework schedule (mm/dd/yyyy):		
Is this a trial period (Yes/No)? ____ If yes, the ____ month trial period will be from ____ to ____.		
The following will be your normal work schedule. All overtime work must be pre-approved by your supervisor.		
<i>Day of the Week</i>	<i>Work Hours</i> Example: 8:00 AM – 4:30 PM	<i>Location</i> T = Telework O = Agency Office
Monday		
Tuesday		
Wednesday		
Thursday		
Friday		
Saturday		
Sunday		

<b>TELEWORK OFFICE</b>			
Location Address:			
Street Address:			
City:	State:	Zipcode:	
Telework Phone Number:	Telework Fax# (if applicable):		
Telework E-mail Address:			

*This Telework Agreement is not a contract and can be changed or cancelled by the agency at any time, at the discretion of the agency.*

**DEPENDENT CARE**

Telework is not a substitute for dependent care. You are responsible for arranging for dependent care as part of the telework agreement.

### ***EQUIPMENT/SUPPLIES***

You are responsible for obtaining, maintaining, and protecting all state equipment and supplies for use during the telework schedule. You must follow normal supply procurement procedures for obtaining supplies (e.g. supervisor approval). All state-owned equipment and supplies must be returned when the telework agreement ends.

**Please list any equipment, software, and/or supplies to be used at the telework office.**

<i>Item Type</i>	<i>Fixed Asset Number</i>	<i>Serial Number</i>	<i>New Purchase? (Yes or No)</i>	<i>If new, what was the cost?</i>	<i>Employee provided equipment? (Yes or No)</i>

### ***DATA/SECURITY***

The telework office is an extension of the assigned office. As such, you are responsible for complying with all laws, regulations and policies regarding data practices and data privacy. You must safeguard data so as to preserve the security of data as required by the Minnesota Government Data Practices Act and agency policy.

### ***DATA RETENTION AND DATA REQUESTS***

Data created and maintained during the teleworking assignment is state property regardless of whether the data was created and maintained on state-owned equipment or your equipment, and is subject to the state's data practices and records management statutes. You are responsible for maintaining proper retention and disposal procedures of data at the telework office. You are responsible for returning any such data upon request by the agency.

### ***EMPLOYMENT CONDITIONS***

You must comply with all federal and state employment laws during telework arrangements. Your job duties, responsibilities, and obligations of the position, as well as the related terms and conditions of employment as specified in the collective bargaining agreement/plan are not affected by this telework agreement.

### ***WORKER'S COMPENSATION***

You are covered by the state's Worker's Compensation laws while in telework status. It is your responsibility to report ALL incidents/injuries during your telework schedule to your supervisor immediately, using the agency's standard injury reporting process. Third party injuries or property damage that may occur at the telework office are not the responsibility of the state. Business meetings held at the telework office must be approved in advance by your supervisor and are at the discretion of the agency.

### ***LIABILITY***

The agency is responsible for insuring state-owned equipment. You are responsible for ensuring that the equipment and work area are safe and free from hazards.

### ***COMMUNICATION/ACCESSIBILITY***

You are responsible for attending staff meetings in person, unless your supervisor approves otherwise. You must be available and accessible during the telework schedule for customers, co-workers, and supervisors/managers.

*List communication expectations of teleworker. Include frequency or type of contact, process of requesting leave, contact during telework hours, etc.*

***PERFORMANCE EXPECTATIONS***

You are responsible for maintaining work performance at or above expectations. A decline in work performance will result in termination of this telework agreement.

*List how teleworker work will be monitored or evaluated (e.g. performance evaluation methods).*

***RENEWAL***

This telework agreement must be discussed and renewed annually, or due to any one of the following: 1) a change in your job duties; 2) you or your supervisor change positions; or, 3) trial period expires.

***CANCELLATION***

This telework agreement can be cancelled at any time by either party. If you wish to cancel this telework agreement, you must provide advance notification to your supervisor so that your supervisor can ensure that adequate space is available at your permanent/principal work location, employee schedules are maintained, and business needs are met. The timing of the cancellation is dependent upon space and other such considerations.

***SPECIAL CONDITIONS***

*List any additional instructions, conditions, restrictions, or exceptions relating to this telework agreement.*

**TELEWORK POLICY**

- I have read, understood, and agreed to the State of Minnesota’s telework policy and the terms and conditions specified in this agreement.
- I acknowledge that telework is a voluntary work arrangement and not an employee benefit. As such, the agency can change or terminate this agreement at any time at its discretion.
- I understand that I am expected to comply with all agency policies, guidelines, rules, regulations, and state and federal laws while I am teleworking in the same manner as if I was not teleworking.
- I agree to the terms and conditions on the back of this agreement.

Employee Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Supervisor Signature: \_\_\_\_\_ Date: \_\_\_\_\_

HR Representative: \_\_\_\_\_ Date: \_\_\_\_\_

Original to Personnel File    Copy to Employee    Copy to Supervisor

## AGENCY TELEWORK TERMS AND CONDITIONS

I agree to perform services for the Minnesota Department of \_\_\_\_\_ as a teleworker. I understand and accept that telework is a management tool to be used at the discretion of my agency and is voluntary. As such, it may be changed or terminated at any time.

I agree to not conduct personal business while in telework status at my telework office.

I agree that telework is not a substitute for dependent care.

I agree that my duties, responsibilities, obligations, and conditions of employment are not affected by teleworking. My salary and benefits are also not affected by teleworking.

I agree to comply with the work hours established in this agreement. I agree that any and all overtime must be pre-approved by my supervisor.

I agree to establish a telework office and ensure that the telework office will accommodate any state equipment necessary for me to conduct my work. I will protect the telework office from hazards and dangers that could affect the equipment and ensure my telework office is conducive to work.

I agree to return all state-owned equipment and supplies immediately upon cancellation of the telework agreement or when my employment with the state ends.

I agree that if I provide the equipment, I am solely responsible for servicing and maintaining it unless otherwise indicated in this agreement.

I agree to use any and all state-owned equipment, software, data and supplies, located at my telework office for the sole purpose of conducting state business.

I grant permission to my agency, with proper notice, to inspect my telework office to ensure proper maintenance of state-owned property. The agency may also inspect my telework office to ensure it conforms with safety standards and other specifications in this agreement and policy guidelines.

I agree to notify my supervisor immediately if I experience equipment malfunctions which prevent me from working on my telework assignment. I understand that I may be assigned other work, be asked to report to my permanent/principal work location, or be asked to take approved leave pending the repair of the equipment.

I agree that my telework office is an extension of the state and therefore, I am governed by the provisions of worker's compensation during the agreed-upon telework schedule.

I agree to report any job-related accident or incidents during my telework hours to my supervisor immediately.

I agree to safeguard data in accordance with all laws, regulations, and policies regarding data privacy.

I agree that all products, documents, reports and data created as a result of my work-related activities are owned by my agency and will be returned to the agency as requested, as needed or when this agreement ends.

I agree that my supervisor and I have discussed a communications strategy, and that it has been outlined in this agreement, and I will follow it throughout the term of the telework agreement.

I understand that if I fail to meet performance expectations and standards, my telework arrangement will be ended.