

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
TELECOMMUTING AGREEMENT

250-000-07
PERSONNEL
OGC - 09/06

This is an agreement between Florida Department of Transportation (employer) and
_____ (employee).

This agreement highlights the terms and conditions of telecommuting as established in Procedure 250-000-050.

The employee volunteers to participate in the telecommuting program and to follow the applicable guidelines and policies. The employer agrees with the employee's participation.

Duration: This agreement will be valid until canceled in writing by either party.

Work Hours: Work hours and location are specified as part of this agreement.

Pay and Attendance: All pay, leave and travel entitlement will be based on the employee's official duty station. The employee's time and attendance will be recorded as if performing official duties at the office.

Leave: Employees must obtain supervisory approval before taking leave in accordance with established office procedures. The employee agrees to follow established procedures for requesting and obtaining approval of leave.

Overtime: The employee will continue to work in pay status while working at the home office. An employee working overtime, ordered and approved in advance, will be compensated in accordance with applicable law and rule. The employee agrees that failing to obtain proper approval for overtime work may result in removal from the telecommuting program or other appropriate action.

Equipment: The Cost Center Manager and the District Information Systems Office Manager or District Information Systems Manager will pay for, install and maintain approved equipment, software and communication lines to be used in Telecommuting. Florida law requires that equipment, software and communications resources provided by the Department to employees for telecommuting purposes be used only for official business of the Department. The State is not required to provide equipment for the home office; however, with the approval of the supervisor, the telecommuter may be provided State-owned equipment necessary to perform work assignments.

State Owned Equipment (including telecommunication services):

Maintenance of Equipment: Equipment provided by the employer must be protected against damage and unauthorized use. Employer-owned equipment will be serviced and maintained by the employer. Equipment provided by the employee will be at no cost to the employer, and will be maintained by the employee.

Cost: The employer will not be responsible for operating costs, home maintenance, home office setup, furnishing costs, or any other incidental costs (e.g. electricity, water), associated with the use of the employee's residence. The employee does not give up any reimbursement for authorized expenses incurred while conducting official business for the employer.

Liability: The employer will not be liable for damages to the employee's property resulting from participation in the telecommuting program. In signing this document, the employee agrees to hold the State harmless against any and all claims, excluding workers' compensation claims.

Workers' Compensation: The employee is covered by workers' compensation if injured in the course of performing official duties at the telecommuting location.

Verification of Home Safety: In signing this agreement, the employee verifies that the home office provides work space that is free of safety and fire hazards.

Work Assignments: The employee will meet with the supervisor in person, by email or by phone to receive assignments and to review completed work. The employee will complete all assigned work according to procedures mutually agreed upon with the supervisor.

Evaluation: The evaluation of the employee's job performance will be based on established standards. Performance must remain satisfactory to remain a telecommuter. Employees will not be allowed to telecommute while on a performance improvement plan (PIP).

Records: The employee will apply safeguards which are approved by the Department to protect records from unauthorized disclosure or damage. All records, papers and correspondence must be safeguarded for return to the office.

Participation in Evaluation: The employee and supervisor agree to promptly complete and submit telecommuting evaluation materials and to attend periodic group meetings for the telecommuting program.

Curtailed of the Agreement: The employee may stop participating in this program at any time with written notification. Management has the right to remove the employee from the program when participation would not be in the best interest of the Department or the telecommuter fails to comply with the provisions of the Telecommuting Agreement or the Telecommuting Procedure (written notification is required).

The employee agrees to work at the office or telecommuting location, and not from another unapproved site. Failure to comply with this provision may result in termination of the agreement, and/or other appropriate disciplinary action. State owned equipment must be returned to the official office within two working days of termination of the agreement.

Work Hours and Location: The following are the working hours and locations which are agreed to as a part of the Telecommuting Agreement:

Official Work Location: _____

Telecommuting Location: _____

General Work Hours:

DAY	HOURS		
MONDAY:	Official Office:	_____ - _____	Maximum telecommuting time is 32 hours per week. Exceptions to this requirement or approval for a non-standard work week schedule must be approved by the Personnel Resource Management Officer or appropriate District Personnel Officer. 32 hours exemption and/or non-standard work week schedule approved: _____ Date: _____
	Telecommuting:	_____ - _____	
TUESDAY:	Official Office:	_____ - _____	
	Telecommuting:	_____ - _____	
WEDNESDAY:	Official Office:	_____ - _____	
	Telecommuting:	_____ - _____	
THURSDAY:	Official Office:	_____ - _____	
	Telecommuting:	_____ - _____	
FRIDAY:	Official Office:	_____ - _____	
	Telecommuting:	_____ - _____	
SATURDAY:	Official Office:	_____ - _____	Reasons for disapproval or comments:
	Telecommuting:	_____ - _____	
SUNDAY:	Official Office:	_____ - _____	
	Telecommuting:	_____ - _____	
DAILY LUNCH:		_____ - _____	

Telecommuting Work Plan: (Include a description of duties; how work output will be reviewed and monitored; and how supervision will be provided.)

Supervisor's Statement of Benefits: (Identify benefits to DOT & the employee)

We agree to abide by the terms and conditions of this agreement.

Employee: _____ Date: _____

Supervisor: _____ Date: _____

Cost Center Manager: _____ Date: _____

District Information Systems Office Manager
or District Information Systems Manager: _____ Date: _____

Secretary, Assistant Secretary,
District Secretary or Designee: _____ Date: _____

Reasons for disapproval or comments:

Processed: _____ Date: _____
District Telecommuting Coordinator

(To be completed by Participant or Supervisor before submitting)

Employee Name: _____ Position No.: _____

Cost Center No.: _____

Cost Center Name: _____ UserID: _____
