TEMPORARY TELEWORKING MEMORANDUM OF AGREEMENT

This Agreement is between the North Carolina Department of Commerce (Commerce) and       (“you”) and must be approved by the employee’s manager or supervisor with notification to the human resources division. Electronic signature approval will be accepted if written signatures are not possible to obtain quickly.

This Agreement supersedes any prior Teleworking Agreement in place between you and Commerce. When management decides to end this temporary teleworking arrangement, any prior Teleworking Agreement will be reactivated. Note that having successfully engaged in temporary teleworking pursuant to this Agreement does not require management to agree to any future teleworking.

1. We, Commerce, and you,       agree that you will temporarily telework in accordance with your normal work schedule unless modified by your manager or supervisor.

You understand that this agreement is a temporary measure only and will be reviewed continuously during the period in which Commerce encourages social distancing. Accordingly, Commerce, at its discretion, may alter this schedule or end the temporary teleworking agreement at any time.

1. You agree to maintain a presence with your Division/Section while temporarily teleworking. Presence may be maintained using the technology available such as by laptop computer, mobile phone, email, messaging application, videoconferencing, instant messaging and/or text messaging always during the times the Agency expects or requires you to work. You are expected to maintain the same response times as if you were at a regular Commerce work location. You will make yourself available to physically attend scheduled work meetings as requested or required by the Agency.
2. This temporary teleworking arrangement will begin with approval from your manager or supervisor commencing on      (date); and will remain in effect unless altered or terminated at any time as described in paragraph A above.
3. While temporarily teleworking, you will work just as if you were in your regular Commerce work location and maintain productivity, performance, communication and responsiveness standards as if you were not temporarily teleworking. This Agreement does not change the basic terms and conditions of your employment at Commerce nor supersedes the State Human Resources Manual, Employee and Records, Section 3, Telework Program, pages 37-40 and HR38 Commerce Telework Program and Procedures. You will perform all your duties as set forth in your job description, as well as and/or different duties that Commerce may assign from time to time. Further, you remain obligated to comply with all state and agency policies and procedures.
4. If you are a non-exempt employee, you are not to work overtime without prior approval from your supervisor, and you are required to take your rest and meal breaks while teleworking.
5. You will be solely responsible for the configuration of and all the expenses associated with your teleworking workspace and all services unless Commerce expressly agrees otherwise. This includes ensuring and maintaining an ergonomically appropriate and safe teleworking worksite.
6. All injuries incurred by you during work hours and all illnesses that are job-related must be reported promptly as prescribed by the Workers’ Compensation Administration policy.
7. Generally, you are required to use mobile devices (for example, laptops, tablets, and, if approved or required by the Agency, a mobile phone) owned and issued by Commerce. If your Agency has approved you to use a personal mobile device while teleworking, you must consult with your local IT support team to arrange appropriate set up of the mobile device(s). You are prohibited from tampering with any software, firmware or hardware provided by Commerce or loaded onto your personal mobile devices to enable you to perform Commerce work. Regardless of whether using personal or Commerce-owned mobile devices while teleworking, you are always responsible for the access, use and security of those mobile devices. Approval to use non-Agency issued mobile devices can be revoked at any time.
8. By signing this Agreement, you are also confirming you have read, understood and will comply with all provisions listed above, as well as the provisions of the existing and temporary Commerce teleworking policies. You acknowledge that if your manager or supervisor determines that the temporary teleworking arrangement described in this Agreement is not working effectively or as envisioned, management may at any time adjust or end the temporary teleworking arrangement.
9. **UNDERSTOOD AND AGREED:**

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Employee Signature

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Print Name/Title

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Division

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Date