

State of Colorado Flexplace Participation Agreement



Definition of Terms

Flexplace is an alternate method of meeting the needs of the employer and employee by allowing an employee to work away from the regular or traditional office at an alternate office location. Participation is generally voluntary, but always subject to the employer's approval. *Participation in Flexplace is not an employee right or benefit, and may be discontinued for any business reason, at any time.*

Regular office means the employee's usual and traditional work address. It remains the primary work location even if participating in Flexplace.

Alternate office means an alternate location that may be an employee's home office or another approved office location, such as an office space in another State building or facility, which is closer to the employee's home than the traditional office.

Agreement

This agreement goes into effect on _____, and remains in effect through _____, unless terminated sooner by either party, for any reason.

Participation in Flexplace does not change the employee's salary, benefits, work status, or other rights as a state employee. The employee agrees to follow all employer policies, such as approved work hours, approved schedule, overtime requests and approvals, which includes keeping records of time and attendance as if work was performed at the regular office.

(1) If FLSA non-exempt or eligible for overtime, employee agrees to follow all employer policies regarding overtime, which may include advance, written supervisory approval being obtained before working overtime.

(2) If employee works unauthorized overtime, this agreement may be discontinued at any time at the discretion of the employer and employee may be subject to corrective or disciplinary action, per the employer's policy.

(3) All types of leave usage must have supervisory approval and follow established leave rules on request and approval of leave.

The employee will not provide primary care during work hours for a young child, disabled individual, or elder who would otherwise require a provider's care. Formal care arrangements will be maintained during working hours at the alternate location.

The employee is responsible for operating costs, home maintenance, or any other cost associated with the use of the home as an alternate work site. The employee certifies, and employer verifies, that the alternate workspace is in a safe condition, free from hazards and other dangers to equipment or occupants of the workspace, and adequately insured. The employee is still entitled to reimbursement for authorized expenditures, e.g., travel and long distance calls, incurred while conducting official business.

The employer has the right to choose to purchase hardware/software and related supplies, allow existing hardware/software to be taken to the home (subject to licensing requirements/restrictions), or permit use of compatible employee-owned hardware/software. The decision to remove or discontinue use of such hardware/software shall rest solely with the employer. Equipment and supplies purchased with state funds remain state property and their use is limited to the employee for purposes of official state business. The employee agrees to adequately protect state property from damage and unauthorized access. The employee may be required to reimburse the employer for damage to state property. If borrowed or purchased, the employer will maintain and service such hardware/software. If employee-owned, employee is responsible for service and maintenance. Employer does not assume liability for loss, damage, or wear of employee-owned hardware/software.

Employee understands that, given at least ____ hours advance notice, the employer may make on-site visits during normal business hours to determine that the workspace is safe and to maintain, repair, install or retrieve state-owned equipment, software and/or supplies. All state-owned equipment, software, data, and supplies must be returned in event of termination of participation in Flexplace, or for any legitimate business reason, such as electronic information retention.

In the event of equipment failure or malfunction, employee will immediately notify employer in order to affect repair or replacement of such equipment and to discuss work assignments. In the event of delay in repair or replacement, or any other circumstance, which makes work from the alternate location impossible, employee understands that employer may require employee to report to the regular office.

Employee understands that s/he remains liable for injuries to third persons, including family members, at the alternate location. Employee agrees to indemnify and hold harmless the employer from any and all claims, demands or liability resulting from any injury to persons caused, directly or indirectly, by the duties and obligations under this agreement, except where such claims or liability arise solely from the gross negligence or willful misconduct of the employer. The employer is not liable for damages to the employee's personal or real property except to the extent of liability under Colorado law in the regular/traditional office.

A work plan with specific products, performance standards, and expected delivery dates has been mutually agreed upon.

Employee is covered by Workers' Compensation during the performance of official business at the regular office or the defined workspace at the alternate location during work hours. Employee shall report work-related injuries immediately to the supervisor and will comply with other reporting requirements established by the employer for filing claims.

Employee understands that some information (electronic and hard copy) used in his/her work may be deemed confidential by the employer and shall apply employer's security safeguards and document retention policies at the same level as in the regular office in order to protect such information from unauthorized disclosure, loss or damage. Employee acknowledges that in situations of possible litigation, all pertinent electronic information must be preserved. Although unlikely, the employee must be prepared to provide personally owned equipment used in performing work duties, in accordance with the department's electronic document policy, if the possibility of stored electronic information exists.

Employee and supervisor agree to attend any required orientation and to regularly evaluate the Flexplace arrangement.

Employee remains obligated to comply with all federal, state and department laws, rules, policies, instructions, and this agreement. Violation of these may result in termination of participation in Flexplace and/or other corrective/disciplinary actions.

Employee understands that it may be necessary to alter the Flexplace schedule and/or report to work in emergencies or for other business needs.

The Employee and supervisor have agreed upon the following specific conditions.

Name _____

Work Section _____

Work Unit _____

Work Office Location _____

Alternate work location address #1 _____

Alternate work location address #2 _____

Alternate phone number #1 _____

Alternate phone number #2 _____

Alternate e-mail address, if applicable _____

Employee will work away from office _____ days per week or _____ days per month.

Specify which day(s) _____

Scheduled work hours are as follows _____

Identify equipment, software and supplies needed at the alternate location and who is responsible for the cost: _____

Identify any additional costs and who will be responsible for charges: _____

Employee will retrieve phone messages at least _____ times per day. The following arrangement has been agreed upon for communications, including return and handling telephone calls (including long distance), e-mail, and communicating with the regular office: _____

Additional conditions agreed upon: _____

OPTIONAL: This flexplace agreement and conditions will be evaluated in ___ days or on _____ date.

We have read this Agreement and understand and agree to its conditions. We further understand that failure to adhere to these conditions may result in termination of the Flexplace arrangement.

Employee

Date

Supervisor

Date

Appointing Authority

Date

Original to official personnel file
cc: Employee and Supervisor
DPA/DHR - updated 08/08