

## EMPLOYEE TELECOMMUTING AGREEMENT

(Departments: Retain a Copy)

Employee Name: \_\_\_\_\_ Phone (home/work): \_\_\_\_\_

Department: \_\_\_\_\_ Position Title: \_\_\_\_\_

Telecommuting Start Date: \_\_\_\_\_ Telecommuting End Date: \_\_\_\_\_

A temporary Telecommuting Agreement is hereby established between Greene County and the above mentioned employee. The purpose of this agreement is to clarify the terms and conditions under which the employee will be allowed to participate in this work arrangement as described below.

**1. Telecommuting Location (address):** \_\_\_\_\_

**2. Telecommuting Contact Number(s):** \_\_\_\_\_

**3. Telecommuting Schedule:**

Number of days: Per week \_\_\_\_\_ Per month \_\_\_\_\_

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Hours							
Meal Period							
Location**							

\*\*For location, please use "T" for Telecommuting Location and "D" for Designated County Worksite

**4. Assigned tasks/projects (include deadline, if applicable). Additional tasks/projects may be assigned as needed:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**5. Expectations and Performance Requirements:** \_\_\_\_\_

\_\_\_\_\_

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**6. County Equipment & Serial # Record (if applicable):** \_\_\_\_\_

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It is expressly understood and agreed that this work arrangement does not create or define the terms of any contract of employment, whether expressed or implied.

**Terms of Arrangement:** This telecommuting arrangement shall be in effect until terminated by the employee or the employer. Continuation and renewal of said agreement will be evaluated by the County and / or Department management on a regular basis.

**This agreement is subject to the employee satisfying the following conditions on a continuing basis:**

- Employee obligations, duties, responsibilities, and terms and conditions of employment are unchanged.
- The employee shall perform all job duties at a satisfactory performance level or above.
- The employee must comply with all County and departmental policies and procedures while working a telecommuting schedule.
- The employee will maintain confidentiality as required by the County, Federal, State, and Local laws and/or policy.
- The employee will maintain the agreed-upon work schedule and be accessible via telephone and email during telecommuting hours.
- The employee will participate in routine work performance evaluations as required.
- The employee shall not conduct any unauthorized external (non-County) work during their telecommuting schedule.
- The employee will maintain an ergonomically appropriate home office environment.
- Any non-compliance with these terms by the employee may result in modification or termination of the telecommuting arrangement at any time.

**Hours of Work and Compensation:** The employee agrees to be responsible for maintaining the agreed upon hours of work and is required to keep a detailed record of hours worked on their timesheet. Be reminded that an employee will be subject to discipline or criminal prosecution for falsely reporting hours worked. Employee pay rates and accrual of leave time benefits remain in accordance with the applicable collective bargaining agreement. In accordance with the terms of this agreement the employee will be compensated for all hours during which work is performed. Employees must get advance authorization for any hours worked outside of or beyond their normal work schedule. Employees are required to take rest and meal breaks per applicable collective bargaining agreements. The County will not reimburse the employee for the cost of any off-site related expenses and any personal tax implications related to the telecommuting location shall be the employee's responsibility.

**Liability:** Workers Compensation benefits will apply only to injuries arising out of and in the

course of employment as defined by New York State Workers' Compensation Law. The employee must report any such work-related injuries to their supervisor or department head immediately. The employee must allow inspections of the employee's work area(s), home office, or other relevant location to be conducted by the County or its agent if a job-related incident, accident, or injury has occurred. Greene County is not responsible for any loss, damage, destruction to property or for any injury or loss to third persons at the approved telecommuting site.

**Confidentiality and Non-Disclosure:** During the course of their employment with Greene County, the aforementioned employee has gained knowledge of and/or access to confidential and proprietary information. By the execution of this agreement, the employee understands that they are expressly prohibited from disclosing to any unauthorized person, company, or other entity any such information and is prohibited from using any such information for personal gain or profit. The employee understands that confidential information, systems, or data and all items made or compiled by the employee or made available to the employee during any period of employment shall be and remain exclusive property of the County. Upon separation of employment with the County, the employee shall immediately return any such property to the County and no copies thereof may be kept by the employee.

**Agreement Acknowledgment:** I have read and understand this agreement and all its provisions. By signing below, I agree to be bound by all terms and conditions within this agreement and the County policy. I understand it is my responsibility to make the telecommuting arrangement a success. And that failure to adhere to the provisions set forth may have adverse effects on my employment, and may result in disciplinary action, including but not limited to immediate termination of the opportunity to participate in the telecommuting arrangement.

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

Department Head: \_\_\_\_\_ Date: \_\_\_\_\_

County Administrator: \_\_\_\_\_ Date: \_\_\_\_\_