

Westchester County **Telework Agreement**

The purpose of this agreement is to clarify the terms and conditions under which an employee will be allowed to participate in the Westchester County telework program. Do not fill out or submit this form until you and your supervisor have completed the Telework Training program. Please read this Agreement carefully and discuss it with your supervisor and/or a representative from the Department of Human Resources, if you have questions.

Employee Name: _____

Job Title: _____

Both the supervisor and the employee understand that telework is a voluntary option and can be discontinued at either party's request with no adverse repercussions (unless it is a requirement of the position in the job description.)

Both the supervisor and the employee have read and understand the Westchester County Telework Handbook and agree to the duties, obligations, responsibilities and conditions for teleworkers described in that document.

Please note that the annual recertification process will be required for the first two (2) years from the original date of the Telework Agreement. After this time period, a new Self-Assessment Survey and Telework Agreement must be completed and submitted to the applicable parties (Department's Supervisor, Commissioner/Director and Telework Eligibility Coordinator) for final review and approval.

The employee agrees to be responsible for establishing telework hours with their supervisor, to furnish and maintain a remote workspace in a safe manner, and employ appropriate telework security measures to protect county assets, information, confidential documents and systems.

Westchester County agrees to provide the employee with the necessary information technology equipment and will maintain and repair said equipment. All of these items remain the property of Westchester County and must be returned on request, if the employee resigns or is terminated, or if the program ends.

Participation in the Telework Program is not an employee benefit intended to be available to all county employees. As such, no Westchester County employee is entitled to or guaranteed the opportunity to telework, and denial of participation in the program is not a grievable offense.

This agreement is between _____ (employee name) and Westchester County/_____ (Department name) authorizing the employee to telework. The following conditions for teleworking are agreed to by the employee, supervisor and appointing authority.

Telework Agreement

1). Remote Work Location:

Check one:

Home office _____ Satellite office _____ Telework Center _____

Address: _____

Phone Number: _____

(The employee agrees to be reachable by telephone at this number and that this number can be shared with co-workers and departmental contacts. If the employee chooses not to provide their home phone number, they *must* forward all calls from their work telephone to their home telephone on telework days, or make alternate arrangements with their supervisor.)

Description of workspace at remote work location: _____

(The employee agrees to maintain the home workspace with appropriate safety considerations, with adequate lighting and ventilation, free from distractions. Westchester County has the right to inspect the home office area to ensure it meets county safety standards.)

Description of communication equipment at the remote work location (check all that apply):

Answering machine _____ Voice mail _____ Call forwarding _____ Fax _____

Other (describe) _____

2). Telework Schedule:

Telework days (circle): Mon Tues Wed Thurs Fri Variable

If these days are not scheduled on a weekly basis, describe the telework schedule:

Estimated number of days per month the employee will telework: _____

Will the employee have set hours to work on telework days? _____ Yes _____ No

If yes, what is the start time? _____ End time? _____ Lunch break? _____

If no, how much flexibility will the employee have in setting what hours to work on the telework day?

A) The employee will have set core hours and be allowed to determine when to work the remaining hours for the day

What are the core hours? _____

B) Flexible hours to be agreed upon with the supervisor (describe): _____

- The employee agrees to call the office to obtain messages, and to dial into the county network to check e-mail, at least _____ times per day while working at the remote location.
- The total number of work hours are not expected to change during participation in the Telework Program, and the employee will be responsible for documenting hours worked on telework days and providing this information to their supervisor.
- The teleworker agrees to come into the departmental office on a regularly scheduled telework day when necessary and may schedule an alternate telework day with their supervisor, if needed.

3). Typical assignments to be worked on by the employee at the remote work location:

4). County Assets to be used at remote work location (description and ID numbers):

- The employee agrees not to use any county equipment for private purposes, nor allow family members or friends access to that equipment. The employee will cooperate with the return of all county equipment and data documents when requested by their supervisor.

- The employee agrees to follow all software licensing provisions agreed to by the county.
- Westchester County may pursue recovery from the employee for any county-owned property that is deliberately or negligently damaged or destroyed while in the employees' care, custody and control.
- The county is not responsible for private property used, lost or destroyed.

5). County information applications or systems to be accessed from remote work location:

6). Non-county equipment, software, and data to be used at remote work location:

7). Reimbursement

As a standard, the employee may be responsible to secure a monthly Internet agreement with an approved Internet service provider in order to dial into the county's network to access county information systems. Employees will not be reimbursed for the monthly access fee. Most ISP's have a flat rate, monthly fee that allows unlimited access, and these plans usually run \$20 to \$25 per month. This is the type of plan employees should obtain. There are some ISP's that are not compatible with the county's systems, specifically AOL and CompuServe. Employees should check with their Internet Service Provider to determine if they have a local access number, and with their telephone company to ensure their plan has a flat rate option for local calls. Otherwise, they may incur significant monthly telephone charges. As a standard, the county will not be responsible for these charges.

If there is a need to make long-distance or toll telephone calls, the employee must receive approval from the supervisor to make these calls from the home work location. The employee will be required to provide a copy of an itemized telephone bill to the county in order to be reimbursed for these calls.

If there is a bonafide business reason for the employee to need a second phone line or DSL installed at their home work location, arrangements must be coordinated with the

Department of Information Technology. The employee, supervisor and department head must agree that this need exists.

Westchester County will maintain and repair county-owned equipment. Equipment needing repair or maintenance should be brought to the appropriate county department.

As a standard, Westchester County ***will not*** pay for the following expenses:

- Local phone charges
- Internet Service Provider
- Maintenance or repairs of privately owned equipment
- Increased utility costs associated with the use of computer equipment or occupation of the home
- Equipment or supplies (these should be requisitioned through the county)
- Travel expenses (other than authorized) associated with commuting to the central office
- Furniture or lighting
- Construction or renovation to the home office

8. Other conditions:

The employee agrees:

- To promptly notify their supervisor when unable to perform work assignments due to equipment failure, illness, or other circumstances, and to be assigned to another project or location, in event of equipment failure.
- That all work completed and products created as a result of employment with the county are owned by the county.
- That use of sick leave, vacation, time off, or other leave credits must be approved ***in advance*** by the supervisor. Overtime to be worked ***must be approved in advance*** by the supervisor.
- That no county business meetings with non-county employees will be held at a home telework location.
- To perform their assigned duties at the remote work location for the scheduled telework day.
- To participate in any county sponsored telework training.
- To participate in any county evaluation of the telework program.
- That participation in the Telework Program is not to be viewed as a substitute for dependent care, and to make arrangements for someone to care for children or other dependents so that the employee is fully able to complete work assignments when teleworking.

Failure to comply with the above provisions may result in charge of leave, loss of pay, termination of participation in the program, or disciplinary action, as warranted, based on the situation.

Westchester County will be responsible for any work-related injuries under our state’s Workers Compensation laws, but this liability is limited to work-related injuries only if the injury occurs in the designated work area. Any claims will be handled according to the normal procedure for Worker’s Compensation claims.

Employees are advised to contact their insurance agent for information regarding home worksites.

Employees will be responsible for ascertaining if there are any income tax implications of maintaining a home office area. Westchester County will not provide tax guidance or assume any additional tax liabilities. Program participants should consult with a qualified tax professional if there are any questions in this area.

Additional conditions agreed upon by the employee and the supervisor:

I have read and understand the county’s Telework Handbook and agree to the conditions detailed in this agreement and in the Telework Handbook. I also agree to review and comply with other applicable county policies including guidelines for computer use, data confidentiality and security.

This Agreement will be regularly reviewed by the employee and the supervisor (at least once a year). It may be terminated by the employee or the supervisor at any time if the arrangement is unsatisfactory, or negatively impacting job performance.

Telework will begin on: _____

Agreement will be reviewed on: _____

Employee signature: _____

Date: _____

Supervisor’s signature: _____

Date: _____

Department Head signature: _____

Date: _____

Telework Eligibility Coordinator signature: _____

Date: _____

Revised 6/09