

DELAWARE COUNTY PERSONNEL OFFICE
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Linda Pinner
Personnel Officer

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EMPLOYEE TELECOMMUTING AGREEMENT

(Department, Employee Retain a Copy and a copy sent to the Personnel Office)

Employee Name: _____ Phone (home/work): _____

Department: _____ Position Title: _____

Telecommuting Start Date: _____ Telecommuting End Date: _____

A temporary Telecommuting Agreement is hereby established between Delaware 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:

Week One Number of days per week _____

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

* Must include a minimum of 1/2 hour unpaid meal period for any employee as per appropriate bargaining agreement (CSEA or NYSNA).

**For location, please use "T" for Telecommuting Location.

Week Two Number of days per week _____

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

* Must include a minimum of 1/2 hour unpaid meal period for any employee as per appropriate bargaining agreement (CSEA or NYSNA).

**For location, please use "T" for Telecommuting Location.

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

5. Expectations and Performance Requirements: _____

6. County Equipment & Serial # Record (if applicable): _____

The employee will return all County equipment (e.g., computer, files, programs, etc.) and documents, including all copies of documents, whether on paper or electronic, upon termination of this Telecommuting Agreement and/or their employment. If the Employee fails to return County equipment or property upon the termination of the telecommuting arrangement, the County, at its discretion, will take appropriate legal action to recover its property or amounts owed.

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.

Purpose and Intent: Delaware County employees will still continue to provide-services that the community expects and is reliant upon. In order to continue operations, the intent is for employees to work at their regular locations, however when that is not possible due to the impacts of COVID-19, and job duties and technology allows, employees will be able to work remotely.

Terms of Arrangement: This telecommuting arrangement shall be in effect for a maximum of two (2) weeks. Continuation and renewal of said agreement will be evaluated at the end of the stated agreement period.

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.

- 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 timesheet. Employee pay rates and accrual of leave time benefits remain unchanged and 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 NYS Labor Laws and 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.

The employee understands and agrees that periodically they may have to commute to the County offices, or other locations, for various business reasons. In cases of system outages, technology problems, or other issues that cannot be immediately addressed, or at their supervisor's request, the Employee agrees to work from the office as directed by the Employee's supervisor or use their accrued benefit time.

The employee is required to complete the County's time and attendance procedures each pay period and accurately record and report all hours worked in a workweek, if applicable. All overtime worked must be authorized in advance by the Employee's supervisor. If prior authorization is not possible, the Employee understands that they must notify their supervisor as soon as possible thereafter.

The employee understands that falsifying or tampering with the recording of time worked may result in disciplinary action up to and including termination of employment.

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. Delaware 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 Delaware 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/Supervisor Signature: _____ Date: _____

Approval Personnel Officer _____ Date: _____