



Tompkins County Department of Human Resources

125 East Court Street, Ithaca, NY 14850 | P: (607) 274-5526 | F: (607) 274-5401 | www.TompkinsCountyNY.gov
Inclusion through Diversity

EMPLOYEE TELEWORK AGREEMENT

(Department Heads: Submit copy to the Department of Human Resources)

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

Department: _____ Position Title: _____

Telework Start Date: _____ Telework End Date: _____

A temporary telework arrangement (“alternative work arrangement”) is hereby established between Tompkins 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. **Telework Location (address):** _____

2. **Telework Contact Number(s):** _____

3. **Telework Schedule:**

Number of days (no more than 3 per week): Per week _____ Per month _____

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

* Must include a ½ hour unpaid meal period for any employee who works a shift of more than 6 hours per NYS Department of Labor.

**For location, please use “T” for Telework Location and “D” for Designated County Worksite.

4. **Assigned tasks/projects (include deadline, if applicable):** _____

5. **Expectations and Performance Requirements:** _____

6. **Telework Performance Evaluation Schedule:**

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

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 telework arrangement shall be in effect for a maximum of six (6) months. Continuation and renewal of said agreement will be evaluated at the end of the stated agreement period. The employee understands that this is a temporary, voluntary arrangement and can be terminated at any time by either party.

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 telework schedule.
- The employee will abide by the Telework Arrangements policy and all provisions within that policy.
- 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 predetermined telework hours.
- The employee will participate in routine telework performance evaluations/work log reviews as required.
- The employees shall not conduct any unauthorized external (non-County) work during their telework 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 telework 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 (as well as verification as applicable), and to enter hours worked into the County timekeeping system as instructed. 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 telework 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 and County Risk Manager immediately. Tompkins County is not responsible for any loss, damage, destruction to property or for any injury or loss to third persons at the approved telework site.

Confidentiality and Non-Disclosure: During the course of their employment with Tompkins 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.

Work Performance Evaluations: Telework performance evaluations will be completed as deemed necessary by the Department Head/designee per departmental policy, but no less frequently than once within the first three (3) months of the telework arrangement. Evaluation schedules are at the discretion of the Department Head or designee.

Agreement Acknowledgment: I have read and understand this agreement and all its provisions. Furthermore, I have read and understand *Tompkins County Administrative Policy 03-21: Telework Arrangements*. 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 telework 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 telework arrangement.

Employee Signature: _____ Date: _____

Department Head
Signature: _____ Date: _____

For Human Resources Use Only	
Date Received:	Received
_____	by: _____