



City of Albany Temporary Telecommuting Agreement

Employee Information	
Employee Name:	ID No.:
Department:	Job Classification Title:

These conditions for telecommuting are agreed upon by the Employee, the Supervisor, and the Human Resources Director:
The employee will work at (street address, city, zip code, phone, and email):
The employee's usual designated work area (e.g., home office section of living room, etc.) will be:
The employee will report to the employer's primary work location upon directive from his or her supervisor.
The employee telecommuting work schedule will be consistent with their regular work schedule unless the employee receives prior approval by their supervisor. The employee will remain accessible and productive during scheduled work hours. The employee's normal telecommuting work schedule (day(s) and hours) will be:
Nonexempt employees will record all hours worked and meal periods taken in accordance with regular timekeeping practices. Nonexempt employees will obtain supervisor approval prior to working unscheduled overtime hours.
The following are typical daily/weekly assignments to be worked on by the employee at the remote location:
The employee will contact the COA I.T. helpdesk for any VPN and remote desk top connection or configuration needs. Contact email: helpdesk@cityofalbany.net or phone number: 541-917-7599
If employee will be using their home computer, the telecommuting employee will ensure there is up-to-date virus and malware protection on their home computer.
The employee will comply with all COA rules, policies, practices and instructions that would apply if the employee were working at the employer's work location. Approval of telecommuting may include an employee who has consistently demonstrates work habits that are well-suited to teleworking or telecommuting, including, but not limited to self-motivation, self-discipline, the ability to work independently, the ability to manage distractions, the ability to meet deadlines, and a demonstrated record of meeting established performance expectations. The employee will maintain satisfactory performance standards.



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The following COA-owned equipment and/or software will be used by the employee in the remote work location and will be returned to COA when directed or at the expiration of this agreement:

Computer Surge Protector Other (Specify):

The employee agrees that COA equipment will not be used by anyone other than the employee and only for business-related work. The employee will not make any changes to security or administrative settings on COA equipment. The employee understands that all tools and resources provided by COA shall remain the property of COA at all times.

The employee agrees to protect company tools and resources from theft or damage and to report theft or damage to his or her supervisor immediately.

The employee agrees to comply with COA's policies and expectations regarding information security. The employee will be expected to ensure the protection of proprietary company and customer information accessible from their home offices.

Communication ("check-in") between the employee and his/her office (i.e., email, voicemail, etc.) will be handled as follows:

The employee will maintain a safe and secure work environment at all times.

Employee agrees to allow employer to visit the employee's designated work location at mutually agreed-upon times to ensure that safe and secure working conditions exist.

The employee will report work-related injuries to his or her manager as soon as practicable.

The employee will only visit work related websites and use the email system for work related emails. Additional conditions agreed upon by the telecommuting employee and the supervisor are as follows (attach sheet if necessary):

Planned expiration of agreement (if known):

The employee understands that all terms and conditions of employment with the company remain unchanged, except those specifically addressed in this agreement.

The employee understands that management retains the right to modify or discontinue this agreement on a temporary basis for any reason at any time.

The employee agrees to return company equipment and documents within five days of the end of temporary telecommuting or termination of employment.

I have read and understand COA's Telecommuting Agreement and Guidelines (Attachment A) and agree to the duties, obligations, responsibilities and conditions for telecommuters described in the agreement and guidelines.



City of Albany Temporary Telecommuting Agreement

Employee Signature (Request)

Date

Supervisor Signature (Approval)

Date

Human Resources Director Signature (Review)

Date

c: Employee's Personnel File



Attachment A

Temporary Telecommuting Guidelines

Unless otherwise stated in the agreement, the employee's supervisor, the Human Resources Director, or the employee may discontinue the arrangement, generally giving at least one day's notice. This agreement is only meant to be a temporary assignment.

General Provisions

1. **Communication.** While telecommuting, the employee shall be reachable by telephone or email during agreed-upon work hours. The employee and supervisor shall agree on expected turnaround time and the medium for responses.
2. **Conditions of Employment.** The telecommuter's conditions of employment shall remain the same as for non- telecommuting employees; wages, benefits and leave accrual will remain unchanged.
3. **Equipment.** Home worksite furniture and equipment shall generally be provided by the telecommuter. In the event that equipment and software is provided by COA at the telecommuting-site, such equipment and software shall be used exclusively by the telecommuter and for the purposes of conducting COA business. Software shall not be duplicated. The parties shall consult with the support manager regarding the availability of equipment to loan. If COA provides equipment, the telecommuter is responsible for safe transportation and set-up of such equipment.
 - Teleworkers must provide their own Internet access. Use of COA communications and software systems by telecommuting employees is subject to COA policies on "Communications and Software Systems" as described in the Employee Handbook.
 - Employees may not duplicate COA-owned software. They must also agree to abide by the licensing regulations and restrictions for all software under license to COA.
 - A computer used for COA business must be plugged into a surge protector and have current virus protection maintained.
 - The Internet access router at the employee's home shall be password protected.
 - Restricted-access materials shall not be removed from the COA onsite work location or accessed through the computer unless approved in advance by the manager and the appropriate security access administrator.
4. **Equipment liability.** COA will repair and maintain, at the primary worksite, any equipment loaned by COA. COA may pursue recovery from the telecommuter for COA property that is deliberately, or through negligence, damaged, destroyed, or lost while in the telecommuter's care, custody or control. Damage or theft of COA equipment that occurs outside the employee's control will be covered by COA. Telecommuters should check their homeowner's/renter's insurance policy for incidental office coverage. COA does not assume liability for loss, damage, or wear of employee-owned equipment. The employee will be responsible for:
 - a. any intentional damage to the equipment;
 - b. damage resulting from gross negligence by the employee or any member or guest of the employee's household;
 - c. damage resulting from a power surge if no surge protector is used;
 - d. maintaining the current virus protection for software.



Attachment A

Temporary Telecommuting Guidelines

5. **Dependent Care.** Telecommuting is not a substitute for childcare or other dependent care. Telecommuters shall make or maintain childcare arrangements to permit concentration on work assignments. In emergency circumstances, as determined by the City, exceptions may be made for employees with caregiving responsibilities, if applicable.
6. **Home Work Site.** The telecommuter must establish and maintain a dedicated workspace that is quiet, clean, safe, provides ergonomic efficiency, and with adequate lighting and ventilation. The telecommuter will not hold business visits or meetings with professional colleagues, customers, or the public at the home worksite. Meetings with other COA staff will not be permitted unless approved in advance by the employee's supervisor.
7. **Hours of Work.** The telecommuter will have regularly scheduled work hours agreed upon with the supervisor, including specific core hours and telephone accessibility. The agreed upon work schedule shall comply with FLSA regulations. Overtime work for a non-exempt employee must be pre-approved by the supervisor.
8. **Meetings and Trainings.** The telecommuter will attend job-related meetings, training sessions and conferences, as requested by supervisors. In addition, the telecommuter may be requested to attend "short-notice" meetings. The supervisor will use telephone conference calling whenever possible as an alternative to requesting attendance at "short-notice" meetings.
9. **Incidental Costs.** Unless otherwise stated in the Telecommuting Agreement, all incidental costs, such as residential utility costs or cleaning services, are the responsibility of the telecommuter.
10. **Inclement Weather.** If the primary worksite is closed due to an emergency or inclement weather, the supervisor will contact the employee. The telecommuter may continue to work at the telecommuting-site. If there is an emergency at the telecommuting -site, such as a power outage, the telecommuter will notify the supervisor as soon as possible. The telecommuter may be reassigned to the primary worksite or an alternate worksite.
11. **Inspections.** In case of injury, theft, loss, or tort liability related to telecommuting, the telecommuter must allow agents of COA to investigate and/or inspect the telecommuting site.
12. **Injuries.** The employee will be covered by workers' compensation for job related injuries that occur in the designated workspace, including the telecommuter's home, during the defined work period. In the case of injury occurring during the defined work period, the employee shall immediately report the injury to the supervisor. Workers' compensation will not apply to non-job-related injuries that might occur in the home. COA does not assume responsibility for injury to any persons other than the telecommuter at the telecommuting-site.
13. **Intellectual Property.** Products, documents, and records developed while telecommuting are property of COA.
14. **Leave.** The telecommuting employee must obtain supervisory approval before taking leave in accordance with COA policy.
15. **Network Access.** COA is committed to supporting telecommuting by increasing network access to remote locations. However, network access is not guaranteed.
16. **Office Supplies.** COA shall provide any necessary office supplies. Out-of-pocket expenses for supplies normally available in the office will not be reimbursed.



Attachment A Temporary Telecommuting Guidelines

17. **Performance & Evaluations.** The supervisor and telecommuter will formulate objectives, expected results, and evaluation procedures for work completed while the employee is telecommuting. The supervisor will monitor and evaluate performance by relying more heavily on work results rather than direct observation. The supervisor and the telecommuting employee will meet at regular intervals to review the employee's work performance.
18. **Personal Business.** Telecommuting employees shall not perform personal business during hours agreed upon as work hours.
19. **Policies.** COA policies, rules and practices shall apply at the telecommuting site, including those governing communicating internally and with the public, employee rights and responsibilities, facilities and equipment management, financial management, information resource management, purchasing of property and services, and safety. Failure to follow policy, rules and procedures may result in termination of the telecommuting arrangement and/or disciplinary action.
20. **Quality of Work.** All work shall be performed according to the same high standards as would normally be expected at the primary worksite.
21. **Questions.** If you have questions about the telecommuting program, contact the COA Human Resources Department, at hr@cityofalbany.net or (541) 917-7506.
22. **Record Retention.** Products, documents and records that are used, developed, or revised while telecommuting shall be copied or restored to COA's computerized record system. Whenever possible, all telecommuting related information shall be stored in a COA directory or OneDrive.
23. **Security.** Security and confidentiality shall be maintained by the telecommuter at the same level as expected at all worksites. Restricted access or confidential material shall not be taken out of the primary worksite or accessed through a computer unless approved in advance by the supervisor.

Teleworking employees must protect COA information from unauthorized disclosure or damage and must comply with federal, state, and COA rules, policies and procedures regarding disclosure of public and official records. Work done at an employee's telework site is regarded as official COA business. All records, documents, and correspondence, either in paper or electronic form must be safeguarded for return to COA. Release or destruction of records should be done only in accordance with statute and COA policy and procedure, and with the knowledge of the employee's manager. Electronic/computer files are considered COA records and shall be protected as such.
24. **Taxes.** A home office is not an automatic tax deduction. Telecommuters should consult with a tax expert to examine the tax implications of a home office.
25. **Telephone/Internet Expenses.** Any expenses incurred for long distance should be pre-approved. If reimbursement is approved, the telecommuter will submit an expense per COA policy.
26. **Travel.** The telecommuter will not be paid for time or mileage involved in travel between the telecommuting site and the primary work site.