****

**Telecommuting Agreement**

This temporary agreement is between the Hamilton County \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Department and the employee hereto mentioned. Every employee is responsible for accurately recording time worked. Employees should accurately record the time they begin and end their work, the time they begin and end each meal period, and the time they begin and end any split shift or departure from work for personal reasons. Overtime work must always be approved before it is performed.

The Elected Official and/or Department Head can terminate this agreement without advanced notice at any time.

**The parties agree as follows:**

Employee’s Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (referred to throughout this document as the “Employee” or “Teleworker”)

Employee’s Position: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Effective Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Normal Telework Location: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Street Address)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(City, State, Zip Code)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Telephone to be reached at during normal working hours)

**Scope of the Agreement:**

**Employee acknowledges he/she has reviewed the Telecommuting/Telework Temporary Program Policy and agrees to abide by all the terms and conditions therein.**

The \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Department and the employee agree that, with the approval of the Elected Official and/or Department Head, the employee may perform assigned work at locations other than the employee’s customary office in their respective offices.

This approval begins on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ through \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. Elected Official and/or Department Head will evaluate further to determine the continuation of the Telecommuting option.

Under this agreement, you are hereby approved to telecommute following the scheduled list below:

|  |  |  |
| --- | --- | --- |
| **Day** | **Total Hours Approved** | **Approved Worksite Location** |
| Monday |  |  |
| Tuesday |  |  |
| Wednesday |  |  |
| Thursday |  |  |
| Friday |  |  |
| Saturday |  |  |
| Sunday |  |  |

Any deviation from the schedule listed above will require written approval from the responsible Elected Official and/or Department Head. All overtime must be pre-approved by the Elected Official and/or Department Head.

At the Elected Officials and/or Department Heads discretion, the employee may be asked to report in person to their respective office or to a designated location for meetings and other work-related events where in-person presence is required.

**Workspace**

If working from home, the employee agrees to provide a designated workspace at the telework location identified above for the purpose of performing work for the County. The employee further agrees to maintain the telework location in a safe and responsible manner, including ensuring that the location is in compliance with all applicable building codes. The employee agrees that the County will be under no obligation to maintain or repair any structure at the telework location or the workspace contained therein. All maintenance of the remote structure is the responsibility of the employee.

The employee will apply approved safeguards to protect department records from unauthorized disclosure or damage. Work done at the telework site is considered official County business. All County records, papers, and correspondence must be safeguarded and protected from unauthorized use or disclosure as defined in the County information security policies.

**Telework Supplies & Equipment:**

Any equipment and/or supplies provided by the County under this agreement shall remain the property of Hamilton County. Employees will be required to fill out an Inventory Log (Appendix A) which details all equipment and/or supplies being taken home for use and agree to take appropriate action to protect specified items from damage or theft.

**Dependent Care:**

Both parties agree that teleworking is not a substitution for in-home child or dependent care. Hamilton County’s goal in creating this policy is to allow employees maximum flexibility to Work from Home during the COVID-19 pandemic event (when approved).

Elected Officials and Department Heads should consider permitting flexibility for employee work schedules in order to balance work/life needs during this time for individuals eligible to participate in this program. A flexed schedule may include a combination of time worked at home (amending an employee’s normal schedule) and use of approved paid benefit time or unpaid time (when applicable).

**Outside Employment:**

The employee acknowledges that no work related to any approved outside employment may occur during the employee’s regular work time, regardless of whether that work is being performed remotely or in the office.

**Work Expectations:**

Consistent with this agreement, the employee pledges to make every good-faith effort to perform the work required as a teleworker in a proactive, professional manner, maintaining the standard of quality and service established by the County. The employee agrees to follow required work schedules and procedures as outlined by the County and Elected Official and/or Department Head.

**Productivity Logs and Supervisor Communication:**

Elected Officials and Department Heads must establish specific expectations and rules for each employee participating in this program in order to validate completed work assignments. This shall include daily email, logging of work progress by completing the Daily Work Productivity Log (Appendix B) and communicating through various technology such as Office 365 Teams platform.

The employee acknowledges by signing this agreement that they are expected to satisfy all job responsibilities and performance requirements of their position, and acknowledges that if they fail to perform duties or meet project or other related milestones or deadlines, participation in the telecommuting pilot may be discontinued at that time. The employee agrees to meet as often as requested to review this agreement, the employee’s performance and any other reason as deemed appropriate by their Elected Official and/or Department Head.

I have read this agreement and the Hamilton County Telecommuting Policy, and I agree to the responsibilities and conditions described in the Telecommuting Policy and within this agreement.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_

Employee Name Employee Signature Date

**Approved By:**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_

Elected Official/Department Head EO/DH Signature Date

**Appendix A**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Hamilton County**  **Inventory Log** | | | | | |
| **Item Number** | **Description** | **Qty** | **Date Borrowed** | **Date Returned** | **Initials** |
| **1** |  |  |  |  |  |
| **2** |  |  |  |  |  |
| **3** |  |  |  |  |  |
| **4** |  |  |  |  |  |
| **5** |  |  |  |  |  |
| **6** |  |  |  |  |  |
| **7** |  |  |  |  |  |
| **8** |  |  |  |  |  |
| **9** |  |  |  |  |  |
| **10** |  |  |  |  |  |
| **11** |  |  |  |  |  |
| **12** |  |  |  |  |  |
| **13** |  |  |  |  |  |
| **14** |  |  |  |  |  |
| **15** |  |  |  |  |  |
| **16** |  |  |  |  |  |
| **17** |  |  |  |  |  |
| **18** |  |  |  |  |  |
| **19** |  |  |  |  |  |
| **20** |  |  |  |  |  |
| **21** |  |  |  |  |  |
| **22** |  |  |  |  |  |
| **23** |  |  |  |  |  |
| **24** |  |  |  |  |  |
| **25** |  |  |  |  |  |
|  |  |  |  |  |  |

**Appendix B**

**Daily Work Productivity Log**

**Employees are responsible to accurately record the time they begin and end their work, the time they begin and end each meal period, and the time they begin and end any split shift or departure from work for personal reasons.**

**Overtime must always be approved before it is performed.**

**Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **NO.** | **Activity Description** | **Start Time** | **End Time** | **Duration** |
| **1** |  |  |  |  |
| **2** |  |  |  |  |
| **3** |  |  |  |  |
| **4** |  |  |  |  |
| **5** |  |  |  |  |
| **6** |  |  |  |  |
| **7** |  |  |  |  |
| **8** |  |  |  |  |
| **9** |  |  |  |  |
| **10** |  |  |  |  |
| **11** |  |  |  |  |
| **12** |  |  |  |  |