



## **Telecommuting Policy**

New Hartford Public Library (NHPL) may allow under certain circumstances the privilege of telecommuting, on a discretionary basis, as determined by the Director. Telecommuting is the concept of working from home or another location on a full or part-time basis. Telecommuting is not a universal employee benefit. NHPL has the right to refuse to make telecommuting available to an employee and to terminate a telecommuting arrangement at any time. Eligible positions must be ones that can be performed at a remote site without diminishing the quality of the work or disrupting the productivity of the Library.

All forms of telecommuting continue an employer/employee relationship, with the employee generally receiving the same benefits and having the same responsibilities as a non-telecommuting employee unless otherwise specified. A telecommuting employee must abide by all applicable State and Federal laws and regulations as well as with all NHPL policies and rules, including strictly adhering to policies regarding computer/internet usage and procedures concerning information security. Approval for an employee's request for telecommuting must be in writing from the Director and reviewed at least annually. The operational needs of the Library as determined by the Director will at all times take precedence over any existing telecommuting agreements.

Each request will include:

- Justification for the request to telecommute
- Workdays and hours proposed. The specific time schedule for the telecommuting employee will be worked out between the employee and the Director and confirmed in writing. A telecommuter will be required to maintain accurate time accounting documentation to support and substantiate work hours and job activities.
- The telecommuting employee must be available for contact during scheduled work time including but not limited to, telephone, fax, network access, email, text messaging or other communication methods.

Employees must provide at least one week's notice of any request to terminate or alter a telecommuting arrangement. Employees with telecommuting arrangements may be required to attend meetings or events as deemed necessary by NHPL management.

**Policy Approved: February 10, 2021**

**Revised:**

## **Employee Agreement**

1. My total number of work hours will be determined by consultation with the Director and I will continue to be responsible for completing my timekeeping.
2. There may be times when I will be requested to come to the Library or another location during a time that I might have planned to spend at the off-site work location. It will be my responsibility to come to the Library or another location as requested during these times.
3. As a telecommuter, the duties, obligations, responsibilities, and conditions of my employment with the NHPL remain unchanged. My salary and benefits, as referenced in the Personnel Policy, will remain the same.
4. Work hours, overtime compensation, use of sick leave, off site location, and approval for use of vacation will conform to NHPL policies and procedures, departmental guidelines, and to the terms otherwise agreed upon by the Director and me.
5. I agree to seek advance approval from the Director for the use of paid time off or any other form of leave.
6. I agree to maintain a safe and secure work environment. Upon reasonable notice, I agree to allow the NHPL access to assess safety and security.
7. I agree to report work-related injuries as indicated in the Personnel Policy. I agree to inform NHPL of any reasonable accommodation requests. I agree to hold NHPL harmless for injury to others at the off-site work location.
8. I understand any use of my personal vehicle for NHPL business will be guided by the Personnel Policy.
9. I will use NHPL owned equipment (if approved), records, and materials for the purpose of NHPL business only, and protect them against unauthorized or accidental access, use, modification, destruction, or disclosure. I agree to report to the Director instances of loss, damage, or unauthorized access at the earliest reasonable opportunity.
10. I agree to keep secure NHPL information according to the policies and procedures and will not use NHPL data for personal use. I agree to save my work on the NHPL dedicated storage area whenever I am able. To the extent I am unable to save my work in this fashion; I agree to save my work onto another appropriate device such as an external hard drive and place said device in a secure location.
11. I understand that all equipment, records, and materials provided by NHPL shall remain the property of NHPL.
12. I agree to return NHPL's equipment, records and materials upon termination of this agreement. All NHPL equipment will be returned to NHPL by me for inspection, repair, replacement, or repossession within 3 days of a written request.

13. Tax and other legal implications for the business use of the home are based on IRS, state and local government restriction. I am responsible for tax consequences and other legal implications that may occur including local zoning regulations.
14. I acknowledge that NHPL complies with applicable laws concerning telecommuting and I agree to immediately notify NHPL management of any questions or concerns I may have that applicable laws or regulations are not being complied with.
15. I understand that all obligations, responsibilities, terms, and conditions of employment with NHPL remain unchanged, except those obligations and responsibilities specifically addressed in this agreement.
16. I agree to be available during the assigned business hours as stipulated in this agreement for communication through such methods as designated phone number, voice mail, e-mail, etc.
17. I understand that any change in this schedule requires advance approval by the Director.

**Employee Information**

Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_

Address: \_\_\_\_\_  
 \_\_\_\_\_

Position \_\_\_\_\_  
 Title: \_\_\_\_\_

**Reason for Telecommuting Agreement**

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
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**Off-Facility Worksite Information**

Physical Address: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Phone (Landline): \_\_\_\_\_ Cell Phone: \_\_\_\_\_

**Work Schedule Information for Employees**

Sunday: \_\_\_\_\_ a.m. /p.m. to \_\_\_\_\_ a.m./p.m.

On-site \_\_\_\_\_ Offsite \_\_\_\_\_

Monday: \_\_\_\_\_ a.m. /p.m. to \_\_\_\_\_ a.m./p.m.

On-site \_\_\_\_\_ Off-site \_\_\_\_\_

Tuesday: \_\_\_\_\_ a.m. /p.m. to \_\_\_\_\_ a.m./p.m.  
On-site \_\_\_\_\_ Off-site \_\_\_\_\_  
Wednesday: \_\_\_\_\_ a.m. /p.m. to \_\_\_\_\_ a.m./p.m.  
On-site \_\_\_\_\_ Off-site \_\_\_\_\_  
Thursday: \_\_\_\_\_ a.m. /p.m. to \_\_\_\_\_ a.m./p.m.  
On-site \_\_\_\_\_ Off-site \_\_\_\_\_  
Friday: \_\_\_\_\_ a.m./p.m. to \_\_\_\_\_ a.m./p.m.  
On-site \_\_\_\_\_ Off-site \_\_\_\_\_  
Saturday: \_\_\_\_\_ a.m./p.m. to \_\_\_\_\_ a.m./p.m.  
On-site \_\_\_\_\_ Off-site \_\_\_\_\_

**Duties and Responsibilities**

Duty/Responsibility Description

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**Equipment**

Employee Provided Equipment: Employee agrees to provide and maintain the following equipment (examples include cell phones, internet connection, cable modem, etc.);

Equipment Type Description/Function

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NHPL Equipment: NHPL may agree that it will provide and maintain the following equipment to facilitate this agreement.

Equipment Type/) Description/Function

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**New Hartford Public Library reserves the right to cancel or modify this agreement at any time.**

I hereby affirm by my signature that I have read this Telecommuting Agreement, and understand and agree to all of its provisions.

Employee

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Director

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Policy Approved: February 10, 2021**

**Revised:**