



DEPARTMENT OF HUMAN RESOURCES

6591 ORANGE DRIVE • DAVIE, FLORIDA 33314
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EMPLOYEE TELECOMMUTING WORK AGREEMENT

The following constitutes an agreement on the terms and conditions of telecommuting between:

Employee's name: \_\_\_\_\_ ("employee")

Supervisor's name: \_\_\_\_\_ ("supervisor")

The employee has read and agrees to adhere to the Town's Telecommuting Policy. The supervisor agrees with the employee's participation in telecommuting as outlined by the terms of this agreement.

1. Telecommuting Schedule

Table with 7 columns: Saturday, Sunday, Monday, Tuesday, Wednesday, Thursday, Friday

The employee agrees to remain accessible during designated work hours and understands that management retains the right to modify this agreement on a temporary basis as a result of business necessity. Hours worked shall be reported by the employee through the Town's timekeeping system, Kronos.

2. Telecommuting Location

Employee agrees to limit telecommuting to the approved telecommuting location. The telecommuting location is (indicate location, including street address, City, county, state and zip code): Location Designation and Address:

Two horizontal lines for location designation and address.

3. Attendance and Leave

Existing policies and procedures on leave, time, and attendance still apply. The manager/supervisor will review the employee's timesheet in Kronos and certify the hours worked.

\*\*Non-Exempt employees must clock in and out on their computer to ensure hours are properly recorded. If there are any issues, the employee's supervisor and/or Daniele Graydon (954) 797-1172/ dgraydon@davie-fl.gov can be contacted.

4. Telecommuting Due to Inclement Weather, Emergency Events or other Administrative Approved Circumstances

When non-essential employees are not required to report to work due to an emergency event, inclement weather, or other similar circumstances (e.g., flood, fire, or loss of electricity or other services), the employee:

[ ] Is required

[ ] Is not required

to telecommute. If the employee is required to telecommute and it is not possible to telecommute due to loss of power or internet connectivity, the employee shall contact their immediate supervisor. The supervisor may require the employee to report on-site or authorize an excused absence.

**5. Equipment, Supplies, and/or Services Provided by the Town**

The following Town-owned equipment, supplies, and/or services are provided by the Town for the employee's use while telecommuting:

Personal computer/laptop

Other:

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The employee shall be responsible for all operating costs, home maintenance, and/or other costs (e.g. utilities and internet connectivity) that are associated with the use of the employee's residence as the telecommuting work location.

**6. Equipment and Services Provided by the Employee**

The following employee-owned equipment and/or services are used by the employee while telecommuting:

All office furniture

Personal Computer/Laptop

Land line telephone or cellular phone equipment and service

Internet connectivity (cable) service

Other:

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Employee shall be responsible for all costs related to all employee provided equipment and services.

**7. Information Technology (IT) Security**

The Town's Information Technology Director maintains an inventory of any Town-owned IT equipment provided for an employee's use at the telecommuting work site. Policies and procedures covering the care and maintenance of Town-issued equipment, the security of equipment, and the protection of Town records and data from unauthorized disclosure or damage shall be strictly applied. The employee certifies that she/he understands the requirements and restrictions. Further, the employee agrees:

- a. Employee will protect Town records and data from unauthorized disclosure or damage. The employee is responsible to adhere to all public records maintenance requirements whether the employee is using a Town-issued or a personal computer;
- b. The Town maintains ownership of its records, data, and any hardware or software the Town provides for use by employee;
- c. Employee agrees to immediately report any unauthorized access to Town records or data;

- d. Up-to-date antivirus software has been installed on the computer at the telecommuting site (including procedures for when and how to update virus signatures) by the IT staff, or by the employee if an employee-owned computer is used for teleworking; and
- e. The Town will not be liable for damages to employee's personal or real property during telecommuting.

**8. Safety**

Employee is required to maintain a safe and secure workspace.

**9. Accident or Injury**

Any job-related accident or injury occurring to the employee at the telecommuting work site while the employee is working must be brought to the immediate attention of the supervisor and Risk Management. Because a job-related accident sustained by an employee while telecommuting will occur outside the premises of the Town, the supervisor must investigate any report immediately following notification.

**10. Either management or the employee may terminate participation in telecommuting at any time.**

If either party terminates this telecommuting agreement for any reason, e.g., for operational reasons or performance, the employee is required to report to work at their assigned department. Failure of the employee to report to work shall subject the employee to discipline, up to and including termination. Employees must return all Town equipment and supplies upon termination of the telecommuting program or separation of employment.

\_\_\_\_\_  
Employee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Department Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Human Resources Department

\_\_\_\_\_  
Date

\_\_\_\_\_  
Town Administrator (or Designee)

\_\_\_\_\_  
Date

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