

Town of Harvard: Remote Work Agreement

<u>Employee Information</u>			
Employee Name:	Position:		
Employment Status: <input type="checkbox"/> Full-Time <input type="checkbox"/> Part-Time: _____ hrs/wk	FLSA Status: <input type="checkbox"/> Exempt <input type="checkbox"/> Non-Exempt		
Department/ Division:	Direct Supervisor:	Dept Manager (if different):	
<u>Remote Work Information</u>			
The terms of this Remote Work Agreement (RWA) will be: <input type="checkbox"/> Regular & Recurring <input type="checkbox"/> Temporary			
Begin Date:		End Date (if temp):	
Remote Work Address:			
RWA will be reviewed:	<input type="checkbox"/> Monthly <input type="checkbox"/> Bi-Annually <input type="checkbox"/> Quarterly <input type="checkbox"/> Other: _____	First RWA review date:	
<u>Hours of Work</u> Employees must schedule remote work within the regular work schedule for their position. Established deviations from regular working hours, or flexible work schedules, may only be authorized as per applicable. Such schedules must be reduced to writing, approved by the supervisor and filed in the employee's official personnel file with Human Resources. Is an approved flexible work schedule on file for this employee? <input type="checkbox"/> Yes <input type="checkbox"/> No			
<u>Accessibility and Communication</u> The employee agrees to structure their time to ensure attendance at required meetings and events as designated by their supervisor. The employee further accepts the responsibility as a remote worker to facilitate communication with customers and colleagues while on a remote work schedule. The employee agrees to be available during scheduled work hours on remote workdays using the following methods (check all that apply): <input type="checkbox"/> Phone (Cell) <input type="checkbox"/> Phone (Landline) <input type="checkbox"/> Voicemail <input type="checkbox"/> Email <input type="checkbox"/> Text Message <input type="checkbox"/> Video Conference <input type="checkbox"/> Other: _____ <input type="checkbox"/> Other: _____			
<u>Equipment used for remote work</u>			
	Town-issued	Personal Device	Not Used
Phone	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Computer	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Remote network access	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Office Furniture	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Performance Measures

The employee agrees to keep his/her supervisor regularly informed of his/her progress on remote work assignments and agrees to keep his/her supervisor informed of any problems experienced while remote working. The supervisor is responsible for evaluating employee work and ensuring high performance can be continued while working remotely.

List out (in bullets) the type of work the employee will perform while working remotely and how the supervisor will measure successful completion. Attach separate pages as necessary.

-

Employee Acknowledgements	
I Agree <input type="checkbox"/>	<u>Reimbursement Information</u> Generally, the Town does not reimburse costs associated with remote working and will not pay nor reimburse the employee for: <ul style="list-style-type: none"> • Time involved in travel between the official workstation and the remote work site. Purchasing computer equipment or internet service • Any purchase, service charge, or cost related to remote work that is not specified in this agreement.
I Agree <input type="checkbox"/>	<u>Town of Harvard Property and Records:</u> The employee agrees that documents or other records required to be retained and are used, developed or revised while remote working will be securely transferred to the official workstation. The employee understands and agrees that all equipment, records, files, manuals, forms, materials, supplies, computer programs and other materials furnished by the Town, or generated or obtained on behalf of the Town during the course of employment shall remain the property of the Town. The employee understands that he/she is the holder of this property for the sole use and benefit of Town and will take all reasonable precautions to safely keep and preserve such property, as well as maintain confidentiality except as disclosure is required in normal business operations.
I Agree <input type="checkbox"/>	<u>Employee-Owned Property and Equipment</u> Any employee-owned property and equipment used for Town business may subject to a public records request, subpoena, court or administrative order, or privacy/security violation investigation and may require the employee to provide the Town with full access to such equipment. If the equipment is a personal computer, the employee understands the Town may need to copy the contents of the hard drive.
I Agree <input type="checkbox"/>	<u>Employee Computer Security</u> The employee understands he/she is responsible for following all security guidelines issued by CM Geeks including ensuring software and applications are currently updated with security patches, maintaining a personal firewall, secure WIFI, and updated anti-virus and anti-spyware programs, and keeping their operating system configured securely.
I Agree <input type="checkbox"/>	<u>Health, Safety and Ergonomics</u> The employee understands she/he may request training and/or an assessment of their remote work area to provide strategies to improve the health, safety and ergonomic well- being of the remote working employee. The employee acknowledges that his/her employment is principally located in the Commonwealth of Massachusetts. If the employee remote works in another state the employee agrees to follow standard Town reporting procedures and will file any claim in the Commonwealth of Massachusetts and not in any other state, regardless of the state in which the illness or injury occurred.
I Agree <input type="checkbox"/>	<u>Terms of Employment</u> The employee understands that this Remote Work Agreement does not otherwise alter the basic terms and conditions of employment including wages, overtime compensation, insurance benefits, paid leave, salary reviews, workers compensation, etc. The employee further understands that Town policies, rules, and practices shall apply at the remote work 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/or services, and safety. The employee will be compensated according to applicable laws and Town policy for overtime work that has been requested by his/her supervisor and approved in advance. Employee understands that overtime work must be approved in advance by the supervisor. By signing this form, employee agrees that failing to obtain proper approval for overtime work may result in the termination of this remote work agreement and/or other appropriate actions. Employee must obtain supervisory approval before taking leave in accordance with established office procedures. By signing this form, the employee agrees to follow established procedures for requesting and obtaining approval of leave, including call-in procedures for unscheduled leave on remote workdays.

I Agree <input type="checkbox"/>	<p><u>Termination of Remote Work Agreement</u></p> <p>Remote Working is a privilege rather than a universal employee benefit or right. The Town, which includes the supervisor, department manager, Human Resources or Town Administrator, has the right to offer remote work to an employee and to unilaterally terminate a Remote Work Agreement at any time. Employees do not have a property interest in Remote Work. In no circumstances are employees entitled to due process related to any Town decision on Remote Work issues, including approvals denials, or a Town decision to discontinue a Remote Work Agreement.</p>		
I Agree <input type="checkbox"/>	<p><u>Acknowledgement:</u></p> <p>I have read and understand this agreement and the remote work policy, and agree to abide by and operate in accordance with the terms and conditions described in both documents. I agree that the sole purpose of this agreement is to regulate remote work and that it constitutes neither an employment contract nor an amendment to any existing contract or Town policy.</p>		
<u>Employee:</u>		<u>Date:</u>	
<u>Supervisor:</u>		<u>Date:</u>	
<u>Department Head</u> (if different):		<u>Date:</u>	
<u>Human Resources</u>		<u>Date:</u>	
Cc: Personnel File			