



Telecommuting Policy

The Lindenhurst Memorial Library considers telecommuting (working from home) to be a viable alternative work arrangement in certain cases when job duties and assignments may be accomplished thereby. Telecommuting allows employees to work at home or in a satellite location for all or part of their regular workweek. Telecommuting is a work alternative that may only be appropriate for certain employees performing certain jobs. Telecommuting assignments are to be undertaken within the sole discretion of the Library Director.

Procedure:

1. A supervisor may suggest to the Director telecommuting as a possible work arrangement for a specified employee.
2. Definitions
 - a. Telecommuting may include working from a home worksite/office¹ or satellite location for a few hours; a day; or completing a short-term project. Such telecommuting arrangements are made on a case-by-case basis, focusing primarily on the business needs of the organization.
 - b. Telecommuting may also include working from a home worksite/office or satellite location occurs on an on-going, regular work schedule. Individuals telecommuting assignments must hold LML positions possessing duties that may be accomplished by way of assignment. Any such telecommuting assignment will be made on a trial basis for three months, and may be discontinued, at any time by direction of the the Library Director.
3. The Director will determine, with information supplied by the employee and his or her supervisor, the appropriate equipment and software needs for each telecommuting assignment on a case-by-case basis. Business Office staff will serve as resources in this matter. Employee supplied equipment and/or software may be used if deemed appropriate by the LML, subject to suspension at any time. Equipment and/or software supplied by the LML will be maintained by the

¹Home worksite/office is a set aside defined space to conduct LML work. Appropriate equipment, software, and phone and Internet access is required. Some telecommuting arrangements, such as IT Support Services, may also require high-speed Internet access.

Library. Equipment and/or software supplied by the employee will be maintained by the employee. The LML assumes no responsibility for damage or repairs to employee-owned equipment and/or software. Equipment and/or software supplied or subsidized by the LML is to be utilized for business purposes only except in the case of a shared use agreement². The telecommuter must sign an inventory of all LML property and agree to take appropriate action to protect the items from damage or theft. Upon termination of employment all LML property will be returned to the Library, unless other arrangements have been made.

4. Consistent with the LML's expectations of information security for employees working in the office, telecommuting employees will be expected to ensure the protection of confidential or proprietary information accessible from their home offices or when the employees are on the road for business. Measures include use of locked file cabinets and desks; regular password maintenance; and any others appropriate for the job and the home environment established.
5. The employee will establish an appropriate work environment within his or her home for work purposes. The LML will not be responsible for costs associated with the initial setup of the employee's home worksite/office such as remodeling, supplying furniture or lighting, nor for repairs or modifications to the home office space. Employees will receive guidance in staging a workstation designed for safe, comfortable work, and will be provided information to assess workspaces for ergonomic risks.
6. Library employees may not meet in their home with other person(s) related to the conducting of LML business.
7. Injuries sustained by the employee while at his or her home worksite during documented work times and in conjunction with his or her regular work duties may be covered by the LML's workers' compensation policy. Telecommuting employees are responsible for notifying the Business Office and their supervisors of such injuries as soon as possible. Failure to notify LML within 30 days after the accident may result in denial of benefits in accordance with NYS Insurance Fund procedures. The employee is liable for any injuries sustained by visitors to his or her home worksite. The LML is not responsible for any incident that may occur in the employee's home. The Library recommends that employees working at home

² A shared use agreement may allow the use of equipment supplied or subsidized by LML for both business and private use

review their homeowner's insurance's liability coverage and discuss with their insurance agent or carrier their coverage for all matters associated with working at home.

8. The LML will supply the employee with appropriate office supplies for the successful completion of job responsibilities.
9. Under a telecommuting arrangement, the employee and supervisor will agree on the number of days of telecommuting allowed each week, the work schedule the employee will maintain, and the manner and frequency of communication. The employee agrees to be accessible by phone or email within a reasonable time-period during the agreed upon work schedule, and to have his/her work hours and location posted to the Library's employee schedule calendar.
10. Telecommuting employees who are not exempt from the overtime requirements of the Fair Labor Standards Act will be required to record all hours worked in a manner designated by the LML. Telecommuting employees will be held to a high expectation of compliance due to the nature of the work arrangement. Hours worked in excess of those specified per day and per workweek, will require the advance approval of the employee's supervisor. Failure to comply with this requirement may result in the immediate cessation of the telecommuting assignment.

Telecommuting Agreement:

Before entering into a telecommuting agreement, the employee and supervisor, with the assistance of the Library Director, will evaluate the suitability of such an arrangement, paying particular attention to the following areas:

- a. Employee suitability. The employee and supervisor will assess the needs and strengths of the employee, compared to those customarily recognized as appropriate for successful telecommuters.
- b. Job responsibilities. The employee and supervisor will discuss the job responsibilities; scheduling issues; and determine if his/her job duties as assigned may be accomplished under such an arrangement.
- c. Home worksite/office. The employee and supervisor will consider the home worksite/office space and equipment needs for the employee to work at home.

d. Tax and other legal implications for the business use of the employee's home based on Internal Revenue Service (IRS) and state and local governmental restrictions. Responsibility for fulfilling all regulatory obligations rests solely with the employee.

1. If the employee and supervisor agree, and the Library Director concurs, a draft formal telecommuting agreement will be prepared and signed by all parties; a three-month trial period will commence.
2. Evaluation of telecommuter performance during the trial period may include daily interaction by phone and e-mail between the employee and the supervisor, and weekly face-to-face meetings to discuss work progress and any issues arising. At the conclusion of the trial period, the employee and supervisor will each complete an evaluation of the arrangement and make recommendations for continuance, modifications or cessation. Evaluation of telecommuter performance beyond the trial period will be consistent with that received by employees working at the Library in both content and frequency and will focus on work output and completion of objectives.
3. An appropriate level of communication between the telecommuter and supervisor will be agreed to as part of the discussion process and will be more structured during the trial period. After conclusion of the trial period, the supervisor and telecommuter will communicate on a level consistent with employees working at the Library or in a manner and frequency that is deemed appropriate for the job assignment.
4. Telecommuting is not designed to be a bridge for assuming appropriate family care. Although an individual employee's schedule may be modified to accommodate child-care needs, the focus of the arrangement must remain on job performance and meeting business demands. Prospective telecommuters are expected to discuss the requirements of telecommuting with family members prior to entering into a trial period.
5. Employees entering into a telecommuting agreement may forfeit use of a personal office or workstation to maximize LML office space needs.
6. The availability of telecommuting as a flexible work arrangement for employees of the Library may be discontinued at any time at the discretion of the Library Director. Every effort will be made to provide 30 days' notice of such a change to

accommodate commuting, child-care and other matters that may arise from such a change. There may be instances, however, when no notice is possible.

Telecommuting Procedures:

1. All telecommuting arrangements are made on a case-by-case basis, focusing first on the needs of the Library.
2. If the employee and supervisor agree on a telecommuting arrangement, the employee may be required to complete and submit the Informal Telecommuting Request Form, at the discretion of the supervisor.
3. A supervisor must approve an informal telecommuting request PRIOR to the date/time of the request.
4. A telecommuting arrangement may not be in conflict with any LML personnel policy provisions.
5. A supervisor must meet with the Library Director to discuss the telecommuting proposal PRIOR to any agreement being made between the employee and supervisor.

Approved: June 20, 2020



TELECOMMUTING AGREEMENT

This is an agreement between the LindenHurst Memorial Library (the “Employer”),
_____ (the “Employee”), and
_____ (the Employee’s Department Head) and shall cover
the period from _____ through _____.

This agreement establishes the terms and conditions of telecommuting. The Employee volunteers to participate in the telecommuting program and to follow the applicable guidelines and policies. The Employer agrees with the Employee’s participation.

Duration: This agreement is subject to review and for renewal every three months by the Employer, Employee, or Department Head.

Work Hours: Work hours and telecommuting location are specified as part of this agreement.

Pay and Attendance: All pay, leave and travel entitlement will be based on the Employee’s official work location. The Employee’s time and attendance will be recorded as if performing official duties at the Library.

Leave: Employee must obtain Department Head’s and Director’s approval before taking leave in accordance with established Library procedures. The Employee agrees to follow established procedures for requesting and obtaining approval of leave.

Equipment: Director, Department Head and Employee must agree upon the equipment to be used in telecommuting. The Employer is not required to provide equipment for the telecommuting location; however, with the approval of the Director, the Employee may be provided with Employer-owned equipment necessary to perform work assignments.

Employer-owned Equipment: (List all Employer-owned equipment to be used in telecommunication services.) _____

Maintenance of Equipment: Equipment provided by the Employer must be protected against damage and unauthorized use. Employer-owned equipment will be serviced

and maintained by the Employer. Equipment provided by the Employee will be at no cost to the Employer, and will be maintained by the Employee.

Cost: The Employer will not be responsible for operating costs, home maintenance, or any other incidental costs (e.g. utilities), associated with the use of the Employee's residence. The Employee is eligible for any reimbursement for authorized expenses incurred while conducting official business for the Employer.

Liability: The Employer will not be liable for damage(s) to the Employee's property resulting from participation in the telecommuting program. In signing this document, the Employee agrees to hold the Employer harmless against any and all claims, excluding workers' compensation claims.

Worker's Compensation: The Employee is covered by workers' compensation if injured in the course of performing official duties at the telecommuting location.

Verification of Home Safety: In signing this agreement, the Employee verifies that the telecommuting location provides a workspace that is free of safety and fire hazards.

Work Assignments: The Employee will correspond regularly with the Department Head and/or Director to receive assignments and to review completed work. The Employee will complete all assigned work according to procedures mutually agreed upon with Department Head and/or Director.

Evaluation: The evaluation of the Employee's job performance will be based on established standards. Performance must remain satisfactory to remain a participant in the program. Employees will not be allowed to telecommute while on probation and/or in progressive discipline.

Records: The Employee will apply safeguards, which are approved by the Employer to protect records from unauthorized disclosure or damage. All records, papers and correspondence must be safeguarded for their return to the Library.

Curtailment of the Agreement: The Employee may stop participating in this program at any time. Management has the right to remove the Employee from the program if participation fails to benefit organizational needs.

The Employee agrees to work at the official work location or telecommuting location, and not from another unapproved site. Failure to comply with this provision may result in termination of the agreement, and/or other appropriate disciplinary action.

Work Hours and Location: The following are the official work location, telecommuting location and general work hours agreed to as part of this Telecommuting Agreement:

Telecommuting Location:

General Work Hours: DAYS and HOURS (start time and end time)

MONDAY TUESDAY WEDNESDAY THURSDAY FRIDAY SATURDAY

Telecommuting Work Plan: (Include a description of duties to be performed; how work output will be reviewed, monitored and measured; and how supervision will be provided.) (Attach additional sheets if necessary.)

In addition, the Employee agrees to fill in the daily work log to submit and share with the Department Head and/or Director.

We agree on this date to abide by the terms and conditions of this agreement.

Employee

Date

Department Head

Date

Director

Date

Approved 6/20/2020



To support remote work, submit anticipated task outline to supervisor beforehand.

To document remote work, resubmit at the end of the day to verify completion or note changes. Can be handwritten or typed & additional boxes added.

Date of Remote Work:

Hourly Duration <i>ex. 9:00-10:00am</i>	Tasks to be Completed <i>Include details where appropriate if needed</i>	Confirm Completed <i>Y/N or in progress</i>

Completed by:	Date:
Approved by:	Date:

Board Approved: 6/20/2020