

Administrative Policy 4-13

TELEWORK POLICY, PROCEDURES, AND GUIDELINES

Approve: Board of Supervisors

Authority: Human Resources

Date: May 3, 2022

1. Purpose and Applicability:

The purpose of this policy and the procedures and guidelines contained herein is to authorize and define the scope of Telework to permit employees to work remotely from an alternative work location, and is applicable to all County of Sonoma departments and special districts and agencies including Sonoma Water, Sonoma County Agricultural Preservation and Open Space District, Community Development Commission, and Sonoma County Fair and Exposition, Inc.

The County of Sonoma strives to be an employer-of-choice where employees have high levels of job satisfaction. Equally important for the County is the primary mission of serving the community. These values and objectives are not mutually exclusive and the County authorizes this policy as an alternative work option with the expectation that telework will not diminish the level of services and programs that County departments provide, and the County's work culture will still foster employee collaboration, camaraderie, and innovation and that some level of in-person presence at the workplace supports these objectives. Telework is not intended to replace in-person services or decrease accessibility to services and programs, and does not replace the need for employees to report on-site for disaster worker assignments or for operational needs.

Telework is separate and distinct from mobile work. Departments with mobile work policies should continue to use those policies and agreements, as applicable.

2. Policy

Telework is a pre-approved and voluntary work arrangement made between an employee and their department head/designee. Telework schedules are authorized to coincide with in-office hours or an approved work schedule. Teleworking does not modify an employee's salary, job responsibilities, or benefits. Employees who are authorized to telework remain assigned to their primary worksite. The expectation for the quality, quantity and timeliness of work deliverables and work performance is not modified by telework arrangements.

Employees in positions that meet the defined eligibility criteria may request or resubmit a request for a telework arrangement to their supervisor or immediate manager at any time. The department head/designee retains the sole discretion to authorize telework arrangements and execute Telework Agreements; department heads shall base their discretion on operational and service delivery with the objective that operations and services are not negatively impacted by any telework arrangement.

Employee arrangements to telework must be documented in an executed Telework Agreement. A Telework Agreement may be revoked by the department head/designee with a minimum of 7 days' written notice and at the department head/designee's sole discretion. Employees who wish to revoke the Telework Agreement will be accommodated as soon as operationally feasible for the department. Regardless of an approved telework arrangement, employees may be required to report to work on short notice during a scheduled telework day to maintain services or operational coverage as needed and as determined by their supervisor/manager. Other non-emergent needs in which an employee may need to temporarily report to work should include as much prior notice as feasible to allow the employee to prepare for the change.

The County assumes no liability for injuries that occur outside of the performance of the employee's duties and/or outside of the employee's scheduled telework hours. The County assumes no liability for injuries or loss to third parties (e.g. family members, other non-County employees, etc.) that enter the designated telework workspace.

Nothing in a telework schedule or executed Telework Agreement alleviates employees from their mandated requirement to meet the criteria of California Government Code 3100 and report to a disaster service role in Sonoma County as soon as possible and within a short and reasonable amount of time.

Note: Disability accommodations and the interactive process as required by the Americans with Disabilities Act is outside the scope of this policy.

A. Position Eligibility Criteria

The department head/ designee retains the sole discretion to determine the classifications, positions and employees that are authorized to telework based on the operational needs of the department. Criteria to be considered when assessing the appropriateness of a telework arrangement include, but are not limited to the following:

- i. The responsibilities and essential duties of the job classification and particular assignment;
- ii. The operational and functional needs of the department, the potential for diminished service levels or disruption to services, including mandated services;
- iii. Job duties which may be performed from a location separate from the department worksite without diminishing the quantity or quality of the work performed, considerations may also include diminished work team collaboration;
- iv. The employee's need for job training and development, which may include probationary and onboarding considerations;
- v. Factors of how, when, where, the work is completed pursuant to local, state, or federal guidance, regulations, orders, or statutory requirements;

- vi. The ability to use alternatives to face-to-face communication (telephone, voicemail, e-mail, video conferencing, etc.) which mitigate the need for physical presence to perform the duties effectively for the position, and work team if applicable;
- vii. Position works under general supervision in the execution and handling of work product, such as writing, reading, telephoning, planning, advising, etc.;
- viii. Position is not regularly responsible for customer/client interaction, which entails an in-person storefront, lobby, clinic, service center, etc. environment, or that interaction may be completed without physical presence;
- ix. Supervisory responsibilities may be reasonably performed remotely and do not require face-to-face interaction, hands on review or oversight of work, or continuous presence at the department worksite; and
- x. The technology needs of the position must be reasonably feasible to set up in a remote work location and not create increased workload to IT resources to support the remote work.
- xi. Other considerations deemed necessary and appropriate by the department.

B. Employee Eligibility Criteria

- i. Employee must be trained sufficiently and have demonstrated work performance to execute the duties of the job in an independent manner without close supervision, and the employee must be meeting expectations for their position, generally.
- ii. Employee's primary telework location must be in California, and the employee must be able to report to work if needed for necessary operational coverage within a reasonable amount of time, e.g. within two hours.
- iii. Employee must be available to be assigned to an onsite location at the employer's discretion for operational needs, or as needed during an emergency for a disaster service assignment.
- iv. The employee must be able to create a functional and ergonomically safe Alternate Worksite with reliable and secure internet access; the employee must complete County provided training on ergonomic safety.

C. Telework Schedules

Departments may authorize and implement a Telework Agreement with employees that includes a regular telework schedule or a flexible telework schedule. The Telework

Agreement lists the days and/or hours an employee is authorized to telework. Departments are expected to notify employees of approval, request a modification to the telework request, or deny the request within 10 County business days of the receipt.

If the employee is not satisfied with the supervisor/immediate manager's decision, the employee may submit a written request to the department head/designee (whomever is indicated by the supervisor/immediate manager) to reconsider that decision.

Within a reasonable amount of time (for example, ten (10) County business days) after receiving the request for reconsideration, the department head/designee shall either approve the telework request or will articulate the reason, preferably in writing, for the decision if the request is denied. If the denial is for business or operational needs, the employee may request further explanation. The decision of the department head/designee is final.

3. Policy Guidelines and Procedures

Employees must have an approved Telework Agreement authorizing a telework arrangement. A Telework Agreement defines a cooperative arrangement between the Department and an employee. Department heads/designee(s) may assign and authorize Telework Agreements consistent with the eligibility criteria outlined in Section 2. of this policy using the Telework Agreement form. Approved, signed Telework Agreements are to be filed in the employee's Personnel File.

Departments may implement detailed procedures depending on their operations and Department Heads may assign designees to approve telework requests. Recommended procedures include:

- i. Employee submits telework request to supervisor/immediate manager.
- ii. Supervisor/immediate manager reviews and considers request, and makes recommendation to department head, if required by departmental procedures.
- iii. Department head/designee, or supervisor/immediate manager reviews request and: approves, denies, or asks for modifications to the request.
 - a. Employee is advised of the decision
 - b. If the request is denied, a verbal or written explanation is provided.
 - c. Employee may request a secondary review per Section 2, C.
- iv. If telework request is approved, a Telework Agreement is completed and signed, a copy is provided to the employee, and the original is filed in the employee personnel file.

Employees who are approved to telework for 50% or more of their regular bi-weekly work schedule may be required to share work space and/or equipment, or work in a designated Sonoma County Telework

shared desk (known as "hoteling" or "hot desk" location) at the department heads discretion. Employees will be given at least 10 County business days' notice prior to moving to a shared workspace.

4. <u>Employee Responsibility for Teleworking Costs and Equipment</u>

A. Teleworking Costs

- i. Employees may use County supplied ordinary and necessary office supplies such as writing supplies, paper, letterhead, post-it notes, tape, etc. for their telework location. Employees should follow their department's normal protocols regarding accessing and ordering these types of supplies. These supplies are to be used for County work only.
- ii. Employees are responsible for costs associated with the use of computer and/or cellular equipment, including data or maintenance costs, internet service, energy, home workspace furniture, and ergonomic equipment.
- iii. IRS rules and County mileage reimbursement guidelines will be followed. Accordingly, the employee will not receive mileage reimbursement for any travel that would not occur if the teleworker were at their department worksite and travel between the telework site and departmental worksite for any reason on teleworking days.

B. Equipment

- Employees may use personal computer equipment or authorized equipment assigned to the employee such as a laptop. Department authorized equipment requires department approval. County and department IT and security policies and practices must be followed.
- ii. Departments should not authorize payment or reimbursement of equipment that results in duplicative equipment in the alternative worksite for voluntary telework agreements.
- iii. Employees may request reimbursement for equipment that is authorized under the Staff Development and Wellness program. Reimbursement is dependent on available funds and authorized equipment.

5. Responsibilities

A. Department Heads (or designee):

i. Evaluate and determine which positions are eligible to telework including the amount of allowable telework.

- ii. Ensure managers and supervisors are advised of the Telework Policy and the use of Telework Agreements.
- iii. Ensure employees who have submitted a telework request receive notification of approval/denial within 10 County business days. Ensure managers and supervisors are appropriately communicating with teleworking employees and supervising remote employees and work.
- iv. Ensure that telework arrangements are not negatively impacting operations and services standards.
- v. Follow the policy guidance, protocols and all local, state and/or federal regulatory guidelines during regular operations and emergencies when considering Telework Agreements.
- vi. Ensure there are internal processes that maintain copies of all signed Telework Agreements in Personnel Files and ensure effective dates are current.
- vii. Submit reports to the County Administrator and Human Resources Director as requested to review telework usage.

B. Supervisors/Managers:

- i. Review Telework Agreement requests submitted by employees.
- ii. Review department operations and identify job duties where telework will be successful to be able to make recommendations to the department head/designee.
- iii. Submit Telework requests to the department head/designee, if required by departmental procedure.
- iv. For approved telework arrangements, review the Telework Policy and Agreement with the employee.
- v. Ensure telework hours are recorded accurately on employee timecards.
- vi. Ensure regular communication and support for teleworkers, to maintain an engaged direct report/supervisory relationship.
- vii. Provide performance expectations for the teleworker, such as specific assignments and corresponding deadlines and ensure performance expectations and standards are maintained.
- viii. Periodically review the telework arrangement with the employee and affirm its efficacy.

ix. Coordinate with department IT and other staff regarding approved system and equipment needs.

C. Employees:

- iv. If desired, request a telework arrangement to their department head/designee.
- v. If a telework arrangement is approved, complete, sign and adhere to the Telework Agreement and adhere to all Telework Policy provisions.
- vi. Employees must record and report all of their time accurately on their timecard, including using "Telework" coding.
- vii. Notify their supervisor as soon as possible if the employee experiences constraints that impact their ability to telework such as power/technology failure and make other work arrangements to continue working.
- viii. Employee is required to follow all County and Department rules, policies and procedures, including the County's Information Technology Use and Security Policy, and position related legal and confidentiality requirement, etc.
- ix. Maintain work performance standards including maintaining professionalism during communications and meetings and keeping interruptions to a minimum.
- x. Tax implications related to the home workspace are the responsibility of the employee.
- xi. Employee will manage dependent care and/ or personal responsibilities in a manner that allows them to successfully fulfill job responsibilities.
- xii. Not hold in person meetings if the teleworking work site is a residence.
- xiii. Employee will ensure that confidential information is kept in a secure manner and is not accessible by others.

6. Administration

The Telework Policy and related documents is under the general oversight of the Human Resources Department. Department Human Resources Liaisons should contact Employee and Labor Relations for questions regarding policy interpretations and policy administration. The Telework Policy and Telework Agreement can be amended by the County Administrator at the recommendation of the Director of Human Resources.

7. Definitions

Alternate Worksite – The primary location designated by the employee and authorized by the Sonoma County Telework

department for telework.

Department – All departments and agencies of the County of Sonoma including the Sonoma County Agricultural Preservation and Open Space District, the Sonoma County Community Development Commission, the Sonoma County Fair and Exposition, Inc., the Sonoma County Employees' Retirement Association, and the Sonoma County Water Agency.

Department Head – Executives, Directors and Designees of the County of Sonoma, Sonoma County Agricultural Preservation and Open Space District, the Sonoma County Community Development Commission, the Sonoma County Fair and Exposition, Inc., the Sonoma County Employees' Retirement Association, and the Sonoma County Water Agency.

Department Worksite – Any facility or location owned, leased, or operated by the department where the employee is normally directed to report for work.

Employee – Full-time, part-time, extrahelp, probationary and permanent County and Agency employees, as well as executives and employees of the Sonoma County Agricultural Preservation and Open Space District, the Sonoma County Community Development Commission, the Sonoma County Fair and Exposition, Inc., the Sonoma County Employees' Retirement Association, and the Sonoma County Water Agency.

Hours Worked – Applicable definition as found in the applicable Memorandum of Understanding.

Telework Agreement – A written agreement between an employee and the department which stipulates the terms and conditions of the telework arrangement, including the regular days, hours, and location telework is to be performed.

Telework – Employees, during their scheduled work hours, working to fulfill their job responsibilities at a telework location other than their primary work location.

8. Related Forms and Policies

- A. Telework Agreement
- B. Administrative Policy 9-2 Information Technology Use and Security Policy Manual
- C. Telework Questions and Answers

County of Sonoma Telework Agreement (Overtime Eligible)

This Telework Agreement (Overtime Eligible) form shall be used by all employees who are eligible for statutory or contract overtime as prescribed in the applicable MOU or Salary Resolution. This includes DSA, ESC, Local 39, SCLEA, SCPDIA, SEIU, WCE, Confidential and Unrepresented.

Telework is a pre-approved and voluntary work arrangement made between an employee and their Department Head/designee. Telework schedules are authorized to coincide with in-office hours or an approved work schedule for a defined period of time. Teleworking does not modify an employee's job responsibilities, salary, or benefits. Employees who are authorized to telework remain assigned to their primary worksite. The expectation for the quality, quantity and timeliness of work deliverables is not modified by telework arrangements.

Telework is an option that management may make available to employees. The Department Head/designee retains the sole discretion to authorize telework arrangements and execute agreements, and to revoke the same.

The employee agrees to fully and competently complete work assignments by expected delivery dates while Teleworking, to the reasonable satisfaction of the employee's supervisor. At certain times, it may be necessary for the telework schedule to be revised to ensure critical deadlines and/or service standards are met, or to attend meetings, trainings, disaster service work assignments, or other onsite work. Changes in job classification, duties, assignments, projects or business and operational needs may have an impact on suitability of telework.

Supervisors/managers are responsible for periodically, and at least annually, reviewing this agreement with the employee to address any changes in suitability or schedule, as well as to renew the agreement if approved.

Employee Information	
Employee Name	Employee #
Job Title	Department
Work Phone Number	Telework Phone Number
D: T. 1 G': (4.11)	

Primary Telework Site (Address):

Street		City		State	Zip code
The employee ce	rtifies that the abo	ove designated tel	ework location	n complies	with safety standards as
		rgonomic training		1	,
	. 1				
The parameters	of this Telework	k Agreement are	valid for the	following p	eriod of time, unless
		yee or the depart			
/ /	thru	//	OR	Ongoing effe	ective
	th a		_	ongoing cire	
n . 111 1 200 1					
Established Tel	ework Schedule				
Number of Tele	work Days and /	or Hours:		Per week	
Employee sched	lule (includes du	ty free lunch).			
	`	· ,			
Day	Start Time	Lunch Time	End Time		Onsite or Telework
Day Monday	Start Time	Lunch Time	End Time		Onsite or Telework
Monday	Start Time	Lunch Time	End Time	(Onsite or Telework
Monday Tuesday	Start Time	Lunch Time	End Time		Onsite or Telework
Monday Tuesday Wednesday	Start Time	Lunch Time	End Time		Onsite or Telework
Monday Tuesday Wednesday Thursday	Start Time	Lunch Time	End Time		Onsite or Telework
Monday Tuesday Wednesday Thursday Friday	Start Time	Lunch Time	End Time		Onsite or Telework
Monday Tuesday Wednesday Thursday Friday Saturday	Start Time	Lunch Time	End Time		Onsite or Telework
Monday Tuesday Wednesday Thursday Friday	Start Time	Lunch Time	End Time		Onsite or Telework
Monday Tuesday Wednesday Thursday Friday Saturday Sunday			End Time		Onsite or Telework
Monday Tuesday Wednesday Thursday Friday Saturday Sunday	Start Time		End Time		Onsite or Telework
Monday Tuesday Wednesday Thursday Friday Saturday Sunday			End Time		Onsite or Telework
Monday Tuesday Wednesday Thursday Friday Saturday Sunday			End Time		Onsite or Telework
Monday Tuesday Wednesday Thursday Friday Saturday Sunday			End Time		Onsite or Telework
Monday Tuesday Wednesday Thursday Friday Saturday Sunday			End Time		Onsite or Telework
Monday Tuesday Wednesday Thursday Friday Saturday Sunday			End Time		Onsite or Telework
Monday Tuesday Wednesday Thursday Friday Saturday Sunday			End Time		Onsite or Telework
Monday Tuesday Wednesday Thursday Friday Saturday Sunday			End Time		Onsite or Telework

Telework Standards

When a telework schedule is agreed upon, the terms, conditions and procedures set forth in the County Telework Policy apply, in addition to the following standards, which by signing below, employee Sonoma County Telework

agrees to abide by and comply with:

- 1. This Telework Agreement is only valid for the time period specified in the Agreement. The Agreement is invalid upon expiration of the Agreement unless an extension is approved by the Department Head/Designee in writing. Employees are responsible for reporting to their worksite for their next regularly scheduled shift upon the expiration of their Telework Agreement.
- 2. Employee acknowledges that the authorization of a Telework Agreement is subject to the sole discretion of management. Telework agreements will be approved on a case-by-case basis consistent with the eligibility criteria, the department's operational needs, and management's discretion, and may be revoked at management's sole discretion.
- 3. Employee is required to be virtually accessible to their supervisor, manager, coworkers, and customers during the established work schedule. Employee must maintain the same standard of care, performance standards, job responsibilities, and accessibility and responsiveness consistent with the Department's expectations of employees reporting to work at a Department worksite.
- 4. Employee is required to report all time worked and absences truthfully and accurately in their timecard. Employee is required to record periods of unavailability during scheduled work hours in advance to their supervisor. Absences from work during regularly scheduled hours outside of regular breaks and meal periods must be approved in advance by management in accordance with department procedures or policies and the applicable Memorandum of Understanding/Salary Resolution.
- 5. Employee acknowledges and agrees that notwithstanding the existence of a Telework Agreement, the operational needs of the Department to provide onsite services may take precedence over telework days. The Department may direct the employee to report onsite at any time due to operational needs (e.g. other employee unexpected absences, unusual customer demand for services, a Board declared emergency, etc.).
- 6. Employee must notify their supervisor promptly when unable to perform work because of equipment failure or other unforeseen circumstances. In the event of a need for repair or replacement of equipment or any other circumstances which compromises the employee's ability to telework effectively, the Department Head/designee may require the employee to report to the department worksite.
- 7. Employees who are approved to telework for 50% or more of their regular bi-weekly work schedule may be required to share work space and/or equipment, or work in a designated shared desk (known as "hoteling" or "hot desk" location) at the department heads discretion.
- 8. Depending on the job classification and assignment, equipment needs for teleworkers may vary. Some equipment may be provided at the Department's discretion. Unless otherwise agreed with their supervisor/manager, employee acknowledges department is not required to provide equipment or supplies related to telework, or to reimburse employee for expenses incurred such as Internet usage, energy costs, equipment and supplies, etc., as employee is voluntarily undertaking this telework assignment.
- 9. The teleworking employee is responsible for ensuring compliance with the <u>Information Technology Use and Security Policy Manual</u> security of information at their telework location. Employee agrees they have read and will comply with this policy, including but not limited to:

- a. Section IV.C. User Access Monitoring
- b. Section IV.D. No Expectation of Privacy
- c. Section IV.F. Use of Sensitive Information
- d. Section IV.J. Personal Use/Union Use
- 10. Employee agrees to comply with all other County and department policies regarding security and confidentiality of information at their teleworking location. This includes requirements for securely accessing and protecting information contained in State and Federal software systems and other proprietary systems used by the employee.
- 11. Employee is expected to follow the applicable Memorandum of Understanding (MOU)/Salary Resolution regarding schedule changes, overtime authorization, meal breaks, and rest breaks while teleworking, just as they would if they were reporting to work at their Department worksite. For employees eligible for overtime, absent emergency circumstances, this includes checking and responding to email or business related phone calls outside of scheduled work hours. This includes working during an otherwise unpaid meal period. A telework agreement does not serve to alter these terms as set forth in the applicable MOU/ Salary Resolution and employees are required to obtain supervisory approval prior to working any such overtime.
- 12. The County assumes no liability for injuries that occur outside of the performance of the employee's duties and/or outside of the employee's scheduled telework hours. The County assumes no liability for injuries or loss to third parties (e.g. family members, other non-County employees, etc.) that enter the designated workspace.
- 13. Employee acknowledges receipt and review of the conditions of this Telework Agreement with their manager/supervisor and agrees to comply with and be bound by the stated conditions, as well as the provisions of the County Telework Policy, which employee acknowledges that they have received and thoroughly reviewed, and agrees to comply with.

I understand that telework helps support the County's strategic objective of reducing greenhouse gases and that as a teleworking employee it may be important to track efforts that teleworking has on this objective. If the County requests that I track my telework and commute pattern through software or applications, I will participate and provide information in support of this strategic objective. This can be completed during County worktime.

By signing below, I understand and attest that the telework hours scheduled above will only be performed when dependent care and/or personal responsibilities have been arranged in a manner that allows me to successfully fulfill all job responsibilities. If I am unable to work at my regular physical location or telework due to my own or family member's illness or injury, or due to dependent care needs, I will request and use the appropriate leave.

I acknowledge that I have received, reviewed and will comply with the Telework Policy and the terms of this Telework Agreement.

Employee Signature	Date
Manager/Supervisor Signature	Date
Department Head Signature	 Date

County of Sonoma Telework Agreement (Overtime Exempt)

This Telework Agreement- Exempt form shall only be used by employees covered under DSLEM, SCLEMA, SCDPDAA or SCPA, as well as Administrative Management and Department Heads.

Telework is a pre-approved and voluntary work arrangement made between an employee and their Department Head/designee. Telework schedules are authorized to coincide with in-office hours or an approved work schedule for a defined period of time. Teleworking does not modify an employee's job responsibilities, salary, or benefits. Employees who are authorized to telework remain assigned to their primary worksite. The expectation for the quality, quantity and timeliness of work deliverables is not modified by telework arrangements.

Telework is an option that management may make available to employees. The Department Head/designee retains the sole discretion to authorize telework arrangements and execute agreements, and to revoke the same.

The employee agrees to fully and competently complete work assignments by expected delivery dates while Teleworking, to the reasonable satisfaction of the employee's manager. At certain times, it may be necessary for the telework schedule to be revised to ensure critical deadlines and/or service standards are met, or to attend meetings, trainings, disaster service work assignments, or other onsite work. Changes in job classification, duties, assignments, projects or business and operational needs may have an impact on suitability of telework.

Managers are responsible for periodically, and at least annually, reviewing this agreement with the employee to address any changes in suitability or schedule, as well as to renew the agreement if approved.

Employee Name	Employee #
Job Title	Department
County Phone Number	Telework Phone Number

Employee Information

Primary Telework S	ite (Address):				
Street		City		State	Zip code
The employee certification outlined in the Coun				ntion complies v	with safety standards as
The parameters of terminated earlier					eriod of time, unless
<u> </u>	thru	//	OR	Ongoing effe	ective
Established Telewo	ork Schedule				
Number of Telewo	rk Days and/o	r Hours:		Per week	
Telework Schedule)				
Day		Indicate l	nours and sch	edule to be telev	vorked
Monday					
Tuesday					
Wednesday					
Thursday					
Friday Saturday					
Sunday	+				
Note any unique sch	eduling				

Telework Standards

When a telework schedule is agreed upon, the terms and conditions and procedures set forth in the County Telework Policy apply, in addition to the following standards, which by signing below, employee agrees to abide by and comply with:

- This Telework Agreement is only valid for the time period specified in the Agreement. The
 Agreement is invalid upon expiration of the Agreement unless an extension is approved by
 the Department Head/Designee in writing. Employees are responsible for reporting to their
 worksite for their next regularly scheduled shift upon the expiration of their Telework
 Agreement.
- 2. Employee acknowledges that the authorization of a Telework Agreement is subject to the sole discretion of management. Telework agreements will be approved on a case-by-case basis consistent with the eligibility criteria, the department's operational needs, and management's discretion, and may be revoked at management's sole discretion.
- 3. Employee is required to be virtually accessible to their manager, coworkers, and customers during the established work schedule. Employee must maintain the same standard of care, performance standards, job responsibilities, and accessibility and responsiveness consistent with the Department's expectations of employees reporting to work at a Department worksite.
- 4. Employee acknowledges and agrees that notwithstanding the existence of a Telework Agreement, the operational needs of the Department to provide onsite services may take precedence over telework days. The Department may direct the employee to report to a County worksite at any time due to operational needs (e.g. other employee unexpected absences, unusual customer demand for services, a Board declared emergency, etc.).
- 5. Employee must notify their manager promptly when unable to perform work because of equipment failure or other unforeseen circumstances. In the event of a need for repair or replacement of equipment or any other circumstances which compromises the employee's ability to telework effectively, the Department Head/designee may require the employee to report to the department worksite.
- 6. Employees who are approved to telework for 50% or more of their regular bi-weekly work schedule may be required to share work space and/or equipment, or work in a designated shared desk (known as "hoteling" or "hot desk" location) at the department heads discretion.
- 7. Depending on the job classification and assignment, equipment needs for teleworkers may vary. Some equipment may be provided at the County's discretion. Unless otherwise agreed with their manager, employee acknowledges department is not required to provide equipment or supplies related to telework, or to reimburse employee for expenses incurred such as Internet usage, energy costs, equipment and supplies, etc., as employee is voluntarily undertaking this telework assignment.
- 8. The teleworking employee is responsible for ensuring compliance with the <u>Information Technology Use and Security Policy Manual</u> and security of information at their telework location. Employee agrees they have read and will comply with this policy, including but not limited to:
 - a. Section IV.C. User Access Monitoring
 - b. Section IV.D. No Expectation of Privacy
 - c. Section IV.F. Use of Sensitive Information
 - d. Section IV.J. Personal Use/Union Use
- 9. Employee agrees to comply with all other County and department policies regarding security

and confidentiality of information at their teleworking location. This includes requirements for securely accessing and protecting information contained in State and Federal software systems and other proprietary systems used by the employee.

- 10. Employee is expected to follow the applicable Memorandum of Understanding (MOU)/Salary Resolution regarding schedule changes, just as they would if they were reporting to work at their Department worksite.
- 11. The County assumes no liability for injuries that occur outside of the performance of the employee's duties and/or outside of the employee's scheduled telework hours. The County assumes no liability for injuries or loss to third parties (e.g. family members, other non-County employees, etc.) that enter the designated workspace.
- 12. Employee acknowledges receipt and review of the conditions of this Temporary Teleworker Agreement with their manager and agrees to comply with and be bound by the stated conditions, as well as the provisions of the County Telework Policy, which employee acknowledges that they have received and thoroughly reviewed, and agrees to comply with.

I understand that telework helps support the County's strategic objective of reducing greenhouse gases and that as a teleworking employee it may be important to track efforts that teleworking has on this objective. If the County requests that I track my telework and commute pattern through software or applications, I will participate and provide information in support of this strategic objective. This can be completed during County worktime.

By signing below, I understand and attest that the telework hours scheduled above will only be performed when dependent care and/or personal responsibilities have been arranged in a manner that allows me to successfully fulfill all job responsibilities. If I am unable to work at my regular physical location or telework due to my own or family member's illness or injury, or due to dependent care needs, I will request and use the appropriate leave.

I acknowledge that I have received, reviewed, and will comply with the Telework Policy and the terms of this Telework Agreement.

Employee Signature	Date
Manager Signature	Date

Department Head Signature	Date