

**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

Primary Telework Site (Address):

Street City State Zip code

The employee certifies that the above designated telework location complies with safety standards as outlined in the County provided ergonomic training course.

The parameters of this Telework Agreement are valid for the following period of time, unless terminated earlier by the employee or the department head/designee:

_____/_____/_____ thru ____/____/_____ **OR** Ongoing effective
 ____/____/_____

Established Telework Schedule

Number of Telework Days and/or Hours: _____ Per week

Employee schedule (includes duty free lunch):

Day	Start Time	Lunch Time	End Time	Onsite or Telework
Monday				
Tuesday				
Wednesday				
Thursday				
Friday				
Saturday				
Sunday				

Note any unique scheduling requests:

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 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 [Information Technology Use and Security Policy Manual](#) 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