



COUNTY OF SAN MATEO

Telework Agreement

Telework is working at a location other than a conventional office. Telework is an option that management may choose to make available to employees when appropriate. It is not a universal employee benefit; employees do not have a “right” to telework and this work option may be terminated by either the employee or the county at any time.

Changes in job classification, duties, assignments, projects, as well as changes in business and/or operational needs may have an impact on suitability of telework; therefore, supervisors/managers are responsible for periodically assessing this agreement with the employee to address any change in suitability.

The following conditions for telework must be agreed to by the employee, the employee’s supervisor/manager, and department head (or his/her designee) in advance of an employee beginning to telework. The conditions must be revisited and agreed to on an annual basis.

Telework Schedule

It is understood that telework days must be scheduled in advance and approved by the supervisor/manager. At certain times, it may be necessary for the telework schedule to be revised to ensure critical deadlines are met or to attend meetings. Any changes by the employee in the agreed upon schedule must be pre-approved, and when permanent, documented and appended to the Telework Agreement.

This arrangement must be reviewed and renewed at least annually to ensure the standards for participation are being followed.

The employee agrees to complete assignments to be worked on at home, or an alternate location, by the agreed upon delivery dates. The employee further agrees to report all time spent teleworking honestly and accurately. The supervisor/manager will provide the teleworker/ employee with all work assignments.

Telework Standards

When a Telework assignment is agreed upon, the following standards apply:

Part I - General

1. Telework is entirely voluntary and may be terminated by the employee or the County at any time.
2. The duties, obligations, responsibilities and conditions of an employee’s employment with the County are unchanged. Employee’s salary, retirement, benefits and County-sponsored insurance coverage are unchanged.



COUNTY OF SAN MATEO

Telework Agreement

3. Employees remain obligated to comply with all County rules, policies, practices and instructions. Violations of these rules, policies, etc. may result in preclusion from telework or disciplinary action, up to and including termination of employment.
4. The manager/supervisor and the employee will create a work plan and agreement on the work that is to be completed while teleworking. The manager/supervisor will review the results of the work with the employee on a regular basis to ensure that work expectations are being met.
5. The business needs of the County on-site office may take precedence over telework days. Employees may be required to be on-site during a regularly scheduled telework day.
6. Employees who telework must be available to communicate with those whom they normally conduct business (e.g. supervisor, clients/the public, colleagues, management team, partners, etc.) by phone and/or email while teleworking. Employees must respond to inquiries in the same fashion, and within the same timeframes, as if they were in the office. In addition, employees must ensure that in-person meetings are not delayed due to telework schedules.
7. The employee is to be working in the same fashion while teleworking as if they were in the office; non-work-related interruptions must be kept to minimum. Responsibilities and tasks need to be completed with the same importance and attention as they would be if they were tended to in the office. **Telework is not a substitute for dependent child or elder care**, nor is it intended to enable employees to conduct personal or non-County business while on County time.
8. Employees who telework will exercise the same precautions to safeguard electronic and paper information, and protect confidentiality, as the employee would in a traditional office environment.
9. Employees who telework are encouraged to participate in all surveys, studies, inquiries, reports or analysis relating to telework. The data collected may be made available to the general public without identification of employees.
10. Telework Agreements are valid for a maximum of one year. On an annual basis employees and supervisors/managers must review the Telework Agreement and Safety Checklist to ensure compliance and standards.

Part II - Work Hours and Work Space

11. Work hours, overtime compensation and vacation schedule must conform to state and federal law, the County Ordinance Code, County and departmental policies, the provisions agreed to in the respective [Memorandum of Understanding \(MOU\)](#) and to the terms (i.e. approved work schedule) otherwise agreed upon by employee and the manager/supervisor. Requests to work overtime, use sick leave, vacation or other leave must first be approved by the employee's manager/supervisor in the same manner as when working in the office.
12. Teleworker/employee must record and report all of their time accurately as prescribed by the applicable policy, practice, MOU provision, law or County Ordinance. If an employee is not able to telework, the employee must code his/her timecard using the appropriate time. (i.e. if an employee is sick, they must use sick leave or other accrued time to cover the hours not worked.)



COUNTY OF SAN MATEO

Telework Agreement

If an employee works overtime while teleworking, that time must be recorded and reported accurately as well.

13. All time teleworked will be coded as 001-TW in the Departments respective time tracking system.
14. Employees should designate a primary work space for telework which is in compliance with the [County's Ergonomic Office Standards](#). In addition, the work space should be maintained in a safe condition, free from hazards and other dangers to employee and equipment.
15. The employee's workspace must comply with safety standards, as outlined in the [County Occupational Health & Safety Plan](#). The employee remains liable for injuries to third persons or members of employee's family on employee's premises.

Part III Supplies, Equipment and Costs

16. The costs associated with telework are the primarily the responsibility of the employee. The Department will provide for standard office supplies (pens, paper, pencils, etc.) and in some instances some departments may provide equipment or software if feasible and approved by department management.
17. If/when County equipment is provided to the employee, the employee is responsible for seeing that the equipment is properly used. The County will provide for repairs to County equipment.
18. In the event of delay in repair or replacement of equipment or any other circumstances under which it would be impossible for the employee to telework, the department may be assign the employee to work at another location.
19. Employees must adhere to the same use of office supplies, software, and equipment/furniture. County equipment and office materials are intended for county business only and are not for the personal use of the employee and/or his/her family/non-County related business. County-owned or issued equipment may only be used by the employee to whom the supplies/equipment has been issued; any access by third parties is prohibited.
20. When the employee uses their own equipment, the employee is responsible for maintenance and repair of equipment.
21. No other costs will be covered by the County unless prior written approval is given.



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TELEWORK AGREEMENT FORM

TERM: THE PARAMETERS OF THIS TELEWORK AGREEMENT ARE VALID FOR THE FOLLOWING PERIOD OF TIME, UNLESS TERMINATED EARLY BY THE DEPARTMENT:

- INITIAL TRIAL PERIOD 3-6 MONTHS _____ TO _____
- ANNUAL RECERTIFICATION & RENEWAL _____ TO _____

SCHEDULE: THE FOLLOWING TELEWORK SCHEDULE IS BEING ESTABLISHED:

NUMBER OF DAYS				<input type="checkbox"/> PER WEEK	<input type="checkbox"/> PER MONTH
<input type="checkbox"/> MONDAY	<input type="checkbox"/> TUESDAY	<input type="checkbox"/> WEDNESDAY	<input type="checkbox"/> THURSDAY		
FROM: _____	FROM: _____	FROM: _____	FROM: _____		
TO: _____	TO: _____	TO: _____	TO: _____		
<input type="checkbox"/> FRIDAY	<input type="checkbox"/> SATURDAY	<input type="checkbox"/> SUNDAY			
FROM: _____	FROM: _____	FROM: _____			
TO: _____	TO: _____	TO: _____			

ADDITIONAL DEPARTMENTAL TERMS:

I have reviewed the conditions of this Teleworker Agreement with my manager/supervisor and agree to the conditions. The terms of this Agreement will remain in effect until the Agreement is terminated or amended in writing by either of the parties, or the approved teleworking period ends.

DEPARTMENT/DIVISION: _____	
COUNTY OFFICE ADDRESS: _____	COUNTY PHONE NUMBER: _____
TELEWORK ADDRESS: _____	TELEWORK PHONE NUMBER: _____
EMPLOYEE NAME: _____	EMPLOYEE ID #: _____
EMPLOYEE SIGNATURE: _____	DATE: _____
MANAGER/SUPERVISOR: _____	DATE: _____