

TELEWORKING AGREEMENT - Attachment A

This telework agreement (hereafter "agreement"), effective (date) _____ is between (employee name) _____ hereinafter referred to as "Employee"), an employee of Jefferson County Commission (hereafter "the County"). The parties, intending to be legally bound, agree as follows:

Scope of Agreement - Employee agrees that unless a condition of employment, that teleworking is voluntary and may be terminated by Employee or the County with or without cause.

Other than those duties and obligations imposed on Employee under this agreement, the duties, obligations, responsibilities and conditions of Employee's employment with the County remain unchanged. Employee's salary and participation in the pension, benefit and County sponsored insurance plans shall remain unchanged.

The terms "remote work location," "remote workplace" or "alternate workplace" shall mean Employee's residence or any alternate office location approved by the County. The term "office" shall mean the County's usual and customary address.

This agreement shall be construed, interpreted and enforced according to the laws of the State of Alabama.

Work Hours and Leave - Employee agrees that work hours will conform to the terms agreed upon by Employee and the County.

Employees subject to mandatory overtime agree to obtain advance supervisory approval before performing overtime. Working overtime without such approval may result in termination of the teleworking option and/or other appropriate action.

Employee agrees to obtain advance supervisory approval before taking leave.

Alternate Workplace - Employee agrees that the alternate workplace is adequate for performance of Employee's official duties. Employee agrees to maintain this workplace in a safe condition, free from hazards and other dangers to Employee and equipment. (Employee should complete a safety self-certification checklist prior to signing this agreement).

Employee understands that maintaining an adequate alternate workplace will be a condition of continuing the Teleworking Agreement (TA).

Inspections – Employee understands that the County reserves the right to make on-site visits to the alternate work location for the purposes of determining if the site is conducive to productive work or to investigate Employee's workers' compensation claim. Inspections may also be conducted to determine if the County's equipment is properly secured and is being used for the purpose it is intended.

Work Schedule and Work Status – Employee agrees to develop a work schedule with Employee's Supervisor and Employee's Supervisor must agree, in advance, to any changes to Employee's work schedule. Employee agrees to provide their timekeeper with a copy of their work schedule. Employee agrees to maintain contact with the office as specified in the work schedule. Employee agrees to perform only official duties and not to conduct personal business while on work status at the telework location. Personal business includes but is not limited to caring for dependents or making home repairs.

Employee agrees not to have business guests at the alternate work location if that alternate work location is the Employee's home.

Work Performance - Employee agrees to provide regular reports, as required by the Supervisor to help evaluate work performance. Employee understands that a decline in work performance may result in termination of this agreement by the County.

Standards of Conduct - Employee agrees to be bound by County regulations, policies, and procedures while working at the alternate workplace. Violation of the foregoing may result in disciplinary action and/or termination of this agreement.

Supplies - Employee agrees to obtain from the primary workplace all supplies needed for work at the alternate workplace and understands that out-of-pocket expenses for supplies regularly available at the central workplace will not be reimbursed unless previously approved by the County.

Equipment - The Employee understands that he/she is expected to use his/her own furniture, telephone lines, and all other equipment when teleworking unless otherwise specified in this agreement. Employee and the County understand that all

documents and equipment provided by the County for teleworking purposes are County-owned property and shall be treated in accordance with County guidelines.

Security of Confidential Information - Employee agrees that all County-owned data, files, software, equipment, facilities, and supplies must be properly protected and secured. County-owned data, software, equipment, facilities, and supplies must not be used to create Employee-owned software or personal data. Employee will comply with all County policies and instructions regarding security of confidential information, both paper and digital. Any software, products, or data created as a result of work-related activities are owned by the County and must be produced in the approved format and medium.

Employee agrees to protect County records from unauthorized disclosure or damage and will comply with all requirements of law regarding disclosure of County information.

Reimbursement - Employee agrees that the County will not be responsible for operating costs, home maintenance, or any other incidental cost (e.g. utilities, insurance) whatsoever, associated with the use of Employee's residence or Employee's computer equipment. The County will reimburse Employee for expenses authorized by the Employee's Supervisor ahead of time and incurred while conducting business for the County.

Liability for Injuries - Employee understands that Employee is covered under the Alabama Workers' Compensation law if injured in the course of actually performing official duties at the designated telework workspace during the agreed-upon telework work hours. Employee agrees to notify Employee's Supervisor immediately of any accident or injury that occurs at the alternate telework location and to complete any required forms. The County agrees to investigate such a report immediately.

Employee understands that the County will not be responsible for any loss or damage to: the teleworker's real property, including any structures attached thereto; any personal property owned by the teleworker, or any of the teleworker's family members; or property of others in the care, custody, or control of the teleworker or any of the teleworker's family members.

Employee is responsible for contacting Employee's insurance agent and a tax consultant and consulting local ordinances for information regarding home workplaces. Individual tax implications, auto and homeowners insurance, and incidental utility costs are the responsibility of the teleworker.

Other Action - Nothing in this agreement precludes the County from taking any appropriate disciplinary or adverse action against Employee if he/she fails to comply with the provisions of this agreement or terms and conditions of employment.

Participation in Studies and Reports - Employee agrees to participate in studies, inquiries, reports, or analyses relating to teleworking at the County's direction.

Designation of Telework Workspace - Employee designates the following workspace:

Describe location/address:

Employee Initials _____

List any County equipment that will be used at the alternate workplace (attach additional documentation as needed).

Item:	Inventory No.:	Date Out	Date Returned
1.			
2.			
3.			
4.			
5.			

Employee Initials _____ Supervisor Initials _____

Term of Agreement - This Agreement shall become effective as of the date first written above and shall remain in effect as long as Employee's or Supervisor's circumstances do not change or terminated by either party.

Provisions for Cancellation of Agreement - Employee's participation as a teleworker is voluntary (unless a condition of employment) and is available only as long as Employee is deemed eligible at the County's sole discretion. Teleworking at an alternate work location is not an entitlement or benefit of employment. Either party may cancel Employee's voluntary participation as a teleworker, with or without cause, upon reasonable notice thereof, in writing, to the other. The County will not be held responsible for costs, damages, or losses resulting from cessation of participation as a teleworker. This agreement is not a contract of employment and may not be construed as one.

I have read and understand this Agreement and the Telework Rule & Regulation 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 telework and that it does not constitute an employment contract nor an amendment to any existing contract and may be cancelled at any time.

Teleworker (Employee)

Date

Supervisor

Date

Department Head

Date

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Employee Checklist

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|----|---|------------------------------|-----------------------------|
| 1. | I have read the County's Teleworker Rule and understand the requirements and obligations I am expected to meet as a teleworker. | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 2. | I have completed telework training. | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 3. | I have completed the Work Away Information Form. | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 4. | I have discussed my performance expectations with my supervisor. | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 5. | I have discussed my work schedule with my supervisor. | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 6. | I have received County equipment and I have completed the County's inventory form. | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 7. | I have been briefed on equipment and information security. | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 8. | I have received a signed copy of my Teleworking Agreement | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 9. | I have completed all my required training from HR and my department. | <input type="checkbox"/> Yes | <input type="checkbox"/> No |