Lincoln County

Telework Agreement

The following constitutes an agreement between Lincoln County Government and       .

      {Employee} agrees to adhere to the applicable guidelines and policies of the telework program. The County concurs with the employee's participation and agrees to adhere to the applicable guidelines and policies.

# Terms and Conditions

The telework agreement is subject to the following terms and conditions:

**Duration** - This agreement will be valid for a period of Two weeks or as longer as determined by the Director [specify term] beginning on       [start date] and ending on       [end date]. At the end of that time, both parties will participate in a review which can result in the reactivation of the agreement.

**Work hours** - The employee's work hours and work location are specified at the end of this agreement.

**Conditions of employment** - The conditions of employment with the County remain the same as for non- telework employees and employees are subject to the same policies that apply when working at a County facility.

**Pay and attendance** - The employee salary, benefits and employer-sponsored insurance coverage will not change as a result of teleworking.

**Leave** - Employees must obtain approval before taking leave in accordance with established County Personnel Policies and Department policy and procedures. By signing this form, the employee agrees to follow established procedures for requesting and obtaining approval of leave. Any leave requests should be submitted through the County’s timekeeping process.

**Overtime** - The employee will continue to work in pay status while working at the home office or alternate location.

By signing this agreement, the non-exempt employee agrees that failing to obtain proper approval from his/her supervisor for overtime work may result in removal from the telecommuting program and/or corrective action up to and including dismissal. Time worked after general scheduled hours will be compensable according to FLSA and County policy.

**County owned equipment** - In order to effectively perform their assigned tasks, the employee agrees to only use equipment approved by the County at the alternative work location. Equipment will be protected against damage and unauthorized use. Equipment will be serviced and maintained by the County. Any equipment provided by the employee will be at no cost to the County and will be maintained by the employee.

**Inspection** – Lincoln County reserves the right to inspect the alternative work location periodically to ensure that proper maintenance of County equipment is performed, and that safety standards are met. Notice will be given to the employee at least 24 hours in advance of the inspection, which will occur during normal working hours. Further, the County reserves the right to inspect any County issued equipment to ensure it is being used solely by the employee and for County business only.

**Liability** – Lincoln County will not be liable for damages to the employee’s property that results from participation in the telecommuting program.

**Reimbursement** - The County will not be responsible for any operating costs, home maintenance, or any other incidental cost (e.g., utilities) whatsoever, associated with the use of the employee's residence. The employee will be reimbursed for authorized business expenses incurred while conducting business for the County in the same manner as if working at a County facility.

**Workers' Compensation** - The employee is covered under the Workers' Compensation Law if injured in the course of performing official duties at the alternative work location.

**Work assignments** - The employee will meet with his/her immediate supervisor to receive assignments and to review completed work as necessary or appropriate. The employee will complete all assigned work according to work procedures mutually agreed upon by the employee and the immediate supervisor according to guidelines and standards stated in the employee's performance plan.

**Employee evaluation** - The employee's performance evaluation will be conducted according to the Personnel Policy regarding Performance Planning and Appraisal Program.

**Records** - The employee will apply approved safeguards, to protect the County’s records from unauthorized disclosure or damage. Work done at the alternative work location is considered County’s business. All records, papers, computer files, and correspondence must be safeguarded for their return to the primary County’s work location. No records may be duplicated or saved on non-county equipment unless authorized in writing by the Department Director.

**Performance location** - The employee agrees to limit performance of assigned duties to the primary County work location or to the approved alternate work location. Failure to comply with this provision may result in termination of the telework agreement and/or other appropriate disciplinary action. Meetings required by the County or the Department must be attended.

# Statement of Understanding

*The following hours, locations, and statements are agreed to in support of the Telework Agreement:*

**Reason for Request:**

**DIRECTOR REQUEST  HIGH RISK (**as defined by CDC)  **HARDSHIP**

\*Definitions for these can be found on the back of this page.

**Percentage of employee’s work that can be completed from home:**

Below 50%  Between 50-75%  Between 75-90%  Above 90%

|  |  |
| --- | --- |
| **Work Location:** |  |
| **Telework Location:** |  |
| **Position Title** |  |

# General Work Hours

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Day of Week** | **Hours**  **From** |  | **Hours To** | **Location (home, office, other)** |
| Monday | 8:00 am |  | 5:00 pm |  |
| Tuesday | 8:00 am |  | 5:00 pm |  |
| Wednesday | 8:00 am |  | 5:00 pm |  |
| Thursday | 8:00 am |  | 5:00 pm |  |
| Friday | 8:00 am |  | 5:00 pm |  |
| Saturday | 8:00 am |  | 5:00 pm |  |
| Sunday | 8:00 am |  | 5:00 pm |  |

**Additional Conditions or Specifics**

(Schedule flexibility, who will supply equipment, method/time of communication, meetings, etc.):

# Signatures:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  |  |  | Approved | Denied |
| Employee |  | Date |  |  |
| Department Director |  | Date |  |  |
| HR Director |  | Date |  |  |
| County Manager |  | Date |  |  |

**Employee Information:**

|  |  |
| --- | --- |
| Name |  |
| Address |  |
| City, State and Zip |  |

**DIRECTOR REQUEST (Defined)**

* A director may request approval by the County Manager to be able to direct that an employee or a group of employees participate in the telework program. This may be an option when the proper physical separation or social distancing can only be achieved by an employee or group of employees working from an alternate work location via teleworking.

**HIGH RISK (Defined)**

Based upon available information to date, those at high-risk for severe illness from COVID-19 include:

* People aged 65 years and older
* People who live in a nursing home or long-term care facility
* Other high-risk conditions could include:
  + People with chronic lung disease or moderate to severe asthma
  + People who have serious heart conditions
  + People who are immunocompromised including cancer treatment
  + People of any age with severe obesity (body mass index [BMI] >40) or certain underlying medical conditions, particularly if not well controlled, such as those with diabetes, renal failure, or liver disease might also be at risk
* People who are pregnant should be monitored since they are known to be at risk with severe viral illness, however, to date data on COVID-19 has not shown increased risk

Many conditions can cause a person to be immunocompromised, including cancer treatment, bone marrow or organ transplantation, immune deficiencies, poorly controlled HIV or AIDS, and prolonged use of corticosteroids and other immune weakening medications

**HARDSHIP (Defined)**

A hardship can include any of the following for employees:

Medical

* who have been advised by a physician to self-isolate or self-quarantine;
* are seeking a diagnosis of COVID-19 symptoms;
* are caring for an individual under isolation or quarantine or;
* caring for children whose normal caregivers are unavailable due to the COVID-19 precautions

Childcare

* Those employees that are not able to report to work due to school closings and/or daycare/childcare closings and must remain away from work to provide the required care for their children.