

**KERN COUNTY
TELEWORK AGREEMENT**

The following constitutes an agreement between (Department) _____ and (Employee) _____ on the terms and conditions below.

1. The employee is willing to participate in the telework program and adhere to the applicable guidelines and policies.
2. The department concurs with employee participation and agrees to adhere to the applicable guidelines and policies.
3. The employee agrees to participate in telework beginning (date)_____.
4. The employee's work hours will be: _____ to _____, including an unpaid meal break of _____ minutes, on (days of the week) _____.
5. The employee will report to the office as required by the supervisor with sufficient advanced notice.
6. The employee will provide their supervisor with a copy of the employee's telework schedule and document time and attendance according to normal departmental procedure.
7. The employee must be available by telephone during telework hours.
8. The employee must obtain advance supervisory approval before taking vacation or sick leave in accordance with departmental procedures. By signing this form, the employee agrees to follow established procedures for requesting and obtaining approval of leave.
9. The will be compensated for all overtime the employee works that has been ordered and approved in advance in accordance with County policies and applicable laws. The County prohibits an employee working unapproved overtime. By signing this agreement, the employee agrees that failing to obtain proper advance approval for overtime work may result in their termination from the telework program and discipline up to and including termination of employment.
10. Employees authorized to use County equipment will protect and safeguard the equipment. The County will service and maintain its own equipment. The employee will service and maintain their own equipment.
11. If management has reasonable cause to believe that hazardous working conditions exist, the department may conduct an inspection of the employee's home worksite during the employee's normal working hours, without advance notice.

12. The County will not be liable for damages to an employee's personal or real property except as required by law.
13. The County will not be responsible for operating costs, home maintenance, or any other incidental costs whatsoever, (e.g., utilities), associated with the use of the employee's residence.
14. To the extent required by the California Workers' Compensation law, an employee injured in the course of actually performing official duties at the approved telework site may receive required benefits.
15. The employee will meet with the supervisor, virtually or in person, to receive assignments and to review completed work as necessary or appropriate.
16. The employee will apply approved safeguards to protect County/department records or confidential information from unauthorized disclosure or damage.
17. The employee may terminate participation in the telework program at any time by providing sufficient advanced notice; however, employees may be expected to continue working at home offices or for a reasonable period to allow management time to arrange a workstation. Management has the sole right to remove the employee from the telework program at any time.
18. The County shall compensate only overtime to nonexempt employees who work more than 40 hours in any workweek to the extent required by the Fair Labor Standards Act. The employee must obtain in advance the permission of the employee's supervisor in order to work overtime.
19. Work schedules will comply with County policy. Performance standards will be the same as for on-site employees, with clear expectations from the teleworker's supervisor about the nature, scope, and timeframe for completing assignments.
20. The employee agrees to follow any additional restrictions imposed upon teleworking employees by federal or state laws or regulations.

Employee (Sign)

Date

Employee (Print)

Employee ID Number

Supervisor - (Sign)

Date

Supervisor - (Print)

Department Head (Sign)

Date

Department Head (Print)

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COUNTY OF KERN TELEWORK PROGRAM EMPLOYEE SELF-CERTIFICATION SAFETY CHECKLIST

NAME: _____ DEPARTMENT: _____

BUSINESS TELEPHONE: _____ SUPERVISOR: _____

TELEWORK SITE ADDRESS: _____

CITY/STATE: _____

TELEWORK TELEPHONE NUMBER: _____

The following checklist is designed to assess the overall safety of the telework site. Participating employees shall complete the self-certification safety checklist. Then the checklist will be signed and dated by the employee and immediate supervisor. The supervisor will retain a copy of this checklist with the telework agreement. If the department determines the telework site is inadequate in terms of safety or health, the telework agreement will be terminated. Departments reserve the right to inspect telework premises without prior notification.

A.	WORKPLACE ENVIRONMENT		
1.	Are all stairs with four or more steps equipped with handrails?	Yes ☐	No ☐
2.	Are all circuit breakers and/or fuses in the electrical panel labeled as to intended service?	Yes ☐	No ☐
3.	Do circuit breakers clearly indicate if they are in the open or closed position?	Yes ☐	No ☐
4.	Is all electrical equipment free of recognized hazards that would cause physical harm, e.g. frayed wires, bare conductors, loose wires, flexible wires running through walls, exposed wires to the ceiling?	Yes ☐	No ☐
5.	Will the building's electrical system permit the grounding of electrical equipment?	Yes ☐	No ☐
6.	Are aisles, doorways, and corners free of obstructions to permit visibility and movement?	Yes ☐	No ☐
7.	Are file cabinets and storage closets arranged so drawers and doors do not open into walkways?	Yes ☐	No ☐
8.	Do chairs have any loose casters (wheels) and are the rungs and legs of the chairs sturdy?	Yes ☐	No ☐
9.	Are the phone lines, electrical cords, and extension wires secured under a desk or alongside a baseboard?	Yes ☐	No ☐
10.	Is the office space neat, clean, and free of excessive amounts of combustible materials?	Yes ☐	No ☐
11.	Are floor surfaces clean, dry, level, and free of worn or frayed seams?	Yes ☐	No ☐
12.	Are carpets well secured to the floor and free of frayed or worn seams?	Yes ☐	No ☐
13.	Is there enough light for reading?	Yes ☐	No ☐

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B.	COMPUTER WORKSTATION (IF APPLICABLE)	Yes ☐	No ☐
14.	Is your chair adjustable?	Yes ☐	No ☐
15.	Do you know how to adjust your chair?	Yes ☐	No ☐
16.	Is your back adequately supported by a backrest?	Yes ☐	No ☐
17.	Are your feet on the floor or fully supported by a footrest?	Yes ☐	No ☐
18.	Are you satisfied with the placement of your computer monitor and keyboard?	Yes ☐	No ☐
19.	Is it easy to read the text on your screen?	Yes ☐	No ☐
20.	Do you need a document holder?	Yes ☐	No ☐
21.	Do you have enough leg room at your desk?	Yes ☐	No ☐
22.	Is the monitor free from noticeable glare?	Yes ☐	No ☐
23.	Is the top of the monitor screen eye level?	Yes ☐	No ☐
24.	Is there space to rest the arms while not keying?	Yes ☐	No ☐
25.	When keying, are your forearms close to parallel with the floor?	Yes ☐	No ☐

Employee Signature _____ Date _____

Supervisor's Signature _____ Date _____

Approved ☐ Disapproved ☐