

### Section 36: Telework Agreement

Employee Name:			
Department:		Date:	

This Telework Agreement is not a contract and can be changed or cancelled by the county at any time, at the sole discretion of the county.

**Notice of Intent to Collect Private Information:** This Agreement requests you to provide address and contact information that may be your home or other nonpublic address and contact information. We are requesting this information for the purpose of determining a telework location, and to determine the terms and conditions of a Telework Agreement. The information also may be used to contact you during telework. In addition, in some events, it may be necessary for the county to conduct a site check of the telework location using the information provided. You may refuse to provide the requested information, however if you refuse to supply the information, you will be ineligible for telework. If telework is a requirement of your position, you may be denied employment. The requested information may be shared with county HR staff, County Administrator, supervisors and other county employees with a business need to access the data, and others as required by court order or as authorized by law.

<b><u>Telework Schedule</u></b>			
Effective date of telework schedule (mm/dd/yyyy):			
Annual Review date of telework schedule (mm/dd/yyyy):			
The following will be your normal telework schedule. All overtime work must be pre-approved by your supervisor.			
<i>Day of the Week</i>	<i>Work Hours</i> Example: 8:00 am – 4:30 pm	<i>Location</i> T= Telework      C=County Office location	<i>Total Hours</i>
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			
Sunday			

## Telework Schedule

Location Address:					
Street Address:					
City:		State:		Zip code:	
Telework Phone Number:					

For worker’s compensation purposes, Pine County employees are performing work on behalf of Pine County residents and/or as agents of the State of Minnesota. All telework employees shall be required to report to a Pine County work site to perform work and to attend meetings and / or other events on a periodic basis.

**Objective.** Provide flexible work environment arrangements when consistent with business needs as part of Pine County’s strategy to attract and retain a highly qualified and skilled workforce. These arrangements provide business-related benefits including:

- Allowing employees flexibility in performing work from an approved alternative worksite while delivering quality services to customers
- Increasing productivity as a result of fewer interruptions and distractions
- Supporting continuity of operations
- Reducing the need for office space and parking
- Minimizing impact to the environment

**Policy Statement.** Pine County supports teleworking where it meets the business needs of the County.

**Scope.** This policy applies to all employees of Pine County.

### **Definitions and Key Terms**

Terms	Definitions
Telework	A formalized work arrangement that allows an employee to perform work on a regular, recurring basis at a telework location that is not the employee’s county office location.
Telework agreement	A document signed by an employee and the Appointing Authority or their designee in the employee’s divisional leadership that outlines the terms of the county and the employee’s telework arrangement.
Telework location	An approved alternative worksite in which an employee is authorized to conduct telework. In most cases, the telework location will be an employee’s home.
Teleworker	An employee who has entered into a telework agreement with the employee’s county and works at a telework location.

**Exceptions.** This policy may be modified for employees who:

- Work at home as a reasonable accommodation
- Work at home on temporary or situational basis

**Telework Approvals.** Pine County has created a process for to determine which positions are eligible for telework using job-related criteria. The county may also set criteria based on employee performance. Pine County retains the right to approve or deny requests at its sole discretion.

Approval criteria may include:

**Job Related Criteria**

- Overall business needs
- Ability to provide adequate supervision of the employee
- The effects of teleworking on customer service
- The costs
- The need or availability of tools and equipment
- The existence of well-defined job objectives and output that can be assessed
- The teleworker can be reached by coworkers and customers and be responsive to calls and other types of correspondence
- A need for sensitive data that cannot be taken off-site; the ability or lack of ability to safeguard necessary data
- Feasible method to accurately track and record time worked for payroll processing and FLSA / state law compliance

**Performance Related Criteria**

- The employee's current and past job performance
- The employee's communication skills
- The employee's ability to manage priorities and work independently with little in-person oversight.
- Attendance history [excluding Family and Medical Leave Act (FMLA) absences, other statutorily-protected leaves, and Americans with Disabilities Act (ADA) accommodations]

**Telework Agreement.** Pine County's telework agreement addresses the following:

- Employee performance expectations and monitoring
- Work hours and schedule
- Telework location
- Equipment and supplies
- Workers' compensation
- Responsibility for work area and equipment
- Data privacy and security
- Communication and availability
- Employment conditions
- Expense reimbursement

A telework agreement must be signed by the supervisor and employee prior to the start of teleworking. The county may require additional approvals for telework agreements as part of their process.

The telework agreement can be changed or cancelled by the county at-will, at any time, with or without cause or notice. The telework agreement should be cancelled if there is a change in job responsibilities requiring the employee to work in the county office, or when the needs of the county are not being met. The teleworker may request to change or cancel the telework agreement at any time. The teleworker must give sufficient advance notice to their supervisor of the cancellation to enable the supervisor to evaluate the request and determine if space at the county offices is available and determine if the change is in the best interest of the county.

**General Standards and Expectations.** The use and approval of telework is at the sole discretion of Pine County, and Pine County may terminate a telework agreement, at any time, with or without cause or notice. Pine County must ensure that an appropriate telework location and an appropriate framework of expectations exists prior to entering a telework agreement with an employee, as outlined below.

**Employment Conditions.** Telework arrangements must comply with all applicable state and federal employment laws. This includes the Fair Labor Standards Act (FLSA) which regulates the payment of overtime for FLSA non-exempt employees.

A teleworker remains responsible for all the job duties, responsibilities and obligations of their position while teleworking. The terms and conditions of employment, as specified in the applicable collective bargaining agreement/plan, do not change based on telework status.

**Personal Activities.** Telework hours are regular work hours and may not be used for personal activities, including but not limited to dependent care or errands. Just as with regular work hours, teleworkers are expected to follow county time off policies and procedures (PTO, vacation and sick) to request time off from Telework to engage in personal activities during work hours.

**Work Schedule/Meetings.** Prior to entering into a telework agreement, the supervisor and teleworker must discuss the work schedule, including normal workday hours, breaks, and use of vacation and sick leave, and the care plan for any dependents. The work schedule must comply with the FLSA, county policies and procedures, and the applicable bargaining agreement. Any changes to the work schedule due to flex time, overtime, or other situations must follow the applicable policy or bargaining agreement. Exempt employees must notify their supervisor if they will not be available due to flexing time. The supervisor must determine the number of days per week/payroll period that the employee will be permitted to telework.

Unless excused by the supervisor, the teleworker must attend all assigned meetings, including those which normally would be held on a telework day. The supervisor will determine whether the

teleworker's attendance at the meeting must be in-person, or if the teleworker may attend the meeting remotely from the telework location.

**Location and Travel.** The Pine County travel/mileage reimbursement policy shall apply to teleworkers. Normal commute time between a telework location and the county office location is not work time. Required travel during the teleworker's normally scheduled work hours between the telework location and the county office is considered work time.

- Ordinarily, if a teleworker begins work at the telework location at 8 a.m., and then travels to the county office later in the shift, the travel time would be considered work time. However, the employee and supervisor may work out a flexible schedule where this drive time is uncompensated.
- Travel home from the county office is not work time, unless the teleworker continues to perform work activity from the telework location after returning from the principal work location. Travel to/from the county location during the workday shall be minimized and approved by the supervisor.

A teleworker who is scheduled to work at their telework location on a day with inclement weather is expected to work as normally scheduled.

If a county facility is closed due to a natural disaster or other emergency, teleworkers should continue to work as normally scheduled.

Federal and state tax implications of teleworking and use of the home as a telework location are the responsibility of the teleworker.

**Equipment/Supplies.** You are responsible for obtaining, maintaining, and protecting all county equipment and. Normal supply request and expense reimbursement procedures, including supervisor approval, shall be followed. All county-owned equipment and supplies must be returned when the Telework Agreement ends. The county may provide, at its sole discretion, computer hardware equipment, software, and telephone service deemed necessary for the teleworker to perform assigned work at a telework location.

The county shall maintain a record of county-owned hardware, software, and other equipment located at the telework location.

The county is responsible for configuration, testing, maintenance, and repair of county-owned equipment and upgrades of software. The employee is responsible for the installation and setup of county equipment at the telework location. All equipment, hardware and software furnished to the teleworker remain the property of the county and are subject to the same business use restrictions as if the property was located on county premises. To ensure hardware and software security for county-owned equipment, all software used for teleworking must be approved by the county. County-owned software cannot be installed on employee-owned hardware unless authorized by the county. Employee-owned software cannot be installed on county-owned hardware. Teleworkers must continue to comply with county technology policies.

Please list any county equipment, software, and/or supplies to be used at the telework location.				
Item Type	Fixed Asset No.	Serial Number	New Purchase? (Yes or No)	If new, what was the cost?

**Data/Security.** Teleworkers must follow all applicable provisions of the Minnesota Government Data Practices Act (“MGDPA”) and county data privacy policies when performing work at the telework location. The teleworker and supervisor must discuss the type and form of data which will be taken to and from the telework location and must agree on the security and transfer process necessary to meet the needs of the county, to protect the security of the data, and to comply with the MGDPA.

Teleworkers must make arrangements with their supervisors regarding any necessary access to confidential or sensitive information while working at a telework location. The information type will be documented in the telework agreement before the teleworker may take the information from the principal/permanent work location. Teleworkers are responsible for protecting the privacy and confidentiality of data and information at their telework location, which includes compliance with county security policies. Teleworkers must ensure the security of data and information that is transported to and from their telework location.

**Data Retention and Data Requests.** Data created and maintained while teleworking is county data and county property regardless of whether the data was created and maintained on any equipment, county-owned or otherwise. The data is subject to the state’s data practices and records management statutes. You are responsible for maintaining proper retention and disposal procedures for data at the telework location. You are responsible for returning any county data upon request of the county.

**Employment Conditions.** It is your responsibility to know and comply with all applicable federal and state laws while teleworking. Your job duties, responsibilities, and obligations of the position, as well as the related terms and conditions of employment as specified in the collective bargaining agreement/compensation plan that covers your employment are not changed by this Telework Agreement. If you have questions about your responsibilities, contact your supervisor or the Human Resources Manager.

**Worker’s Compensation.** The county’s workers compensation insurance provides coverage at the telework location. It is your responsibility to report ALL accidents/injuries that occur while you are teleworking to your supervisor immediately, using the county’s standard injury reporting process. The county’s insurance carrier will investigate and determine if the incident is

in the course and scope of employment. Pine County does not assume responsibility for third party injuries or property damage that may occur at the telework location.

**Responsibility for Work Area/Equipment.** Any insurance for county-owned equipment is the responsibility of the county. Other than Workers' Compensation as described above, the county is not responsible for insuring the telework location. You are responsible for ensuring that the equipment and work area are safe and free from hazards and you are responsible for loss or damage due to your negligence or failure to exercise reasonable care.

Teleworkers are responsible for promptly notifying their supervisor of an equipment malfunction or failure of either county-owned or employee-owned equipment needed to do assigned work. If the malfunction prevents the teleworker from performing assigned tasks, the teleworker must notify the supervisor immediately.

The designated telework location must accommodate any equipment to be used in work performed and the teleworker must protect the work space from hazards and dangers that could affect the teleworker or the equipment. The county may, at its discretion, send a representative to visit the telework location, with advanced notice, to ensure that the equipment and work area are safe and free from hazards. The teleworker is responsible for the care of county-owned property at the telework location.

The teleworker is responsible for establishing and maintaining a safe and adequate telework location in the home. The designated telework location may be subject to review and approval by the supervisor to ensure that it is conducive to performing work. The teleworker will be responsible for all costs related to modifications of the telework location including, but not limited to remodeling or electrical modifications. In-person business meetings may not be held in the home telework location. In person meetings shall be held in locations approved by your supervisor or otherwise authorized by policy.

**Expense Reimbursement.** Any purchase requires prior approval from the supervisor for expenses that will be incurred. Mileage must be authorized and in accordance with the county's mileage reimbursement policy. Mileage for commuting to / from a county work location will not be reimbursed.

**Communication/Availability.** You must be available and accessible during the telework schedule for customers, co-workers, and supervisors. You are responsible for attending in person meetings as required by your supervisor. In person meetings shall be held in locations approved by your supervisor or otherwise authorized by policy. You may not hold in-person meetings at your telework location. Teleworkers must notify assigned office staff and/or their supervisors if they leave their telework location during work hours, just as they would if they worked in a county office. They must also notify the supervisor if they are not performing work due to vacation or sick time and must follow the normal procedures for requesting time off.

The supervisor should communicate planned meeting schedules in advance within any schedule-change notice provisions of the collective bargaining agreements or compensation plans, to permit teleworkers to adjust their work schedules and work location accordingly.

*List communication expectations of teleworker. Include frequency or type of contact, process for requesting leave, contact during telework hours, expected response time, emergency backup plan, etc.*

**Performance Expectations.** Teleworkers are responsible for maintaining satisfactory work performance as required for their position and supervisor. Unsatisfactory work performance may result in disciplinary action up to and including termination of employment.

The supervisor must develop a plan that defines performance expectations and deliverables and review the plan with the teleworker.

The supervisor and teleworker must develop emergency and back up plans with necessary phone numbers and a messaging plan in case of an emergency (e.g., equipment failure).

The supervisor must work with the teleworker to develop an effective communication plan. The communication plan should ensure that the teleworker effectively manages their workload and that teleworking does not have a negative impact on the teleworker's managers, supervisors, co-workers, team, customers, or the county's operations. In addition, the supervisor should set expectations for responding to emails and phone calls during the telework day and maintain regular communication with the teleworker.

*List how employee's work will be monitored or evaluated (e.g., performance evaluation methods). Please provide clear directives on how expectations will be met and details on measuring performance.*

**Review.** The telework agreement should be reviewed on an annual basis and may be incorporated into the employee's performance review.

**Cancellation.** This Telework Agreement can be cancelled at the discretion of the employer. If you wish to cancel this Telework Agreement, you must provide sufficient advance notice, including



the reason for your request, to your supervisor. Consideration will be given to your circumstances, workspace availability at the principal work location and the business needs of the county.

**Special Conditions.** List any additional instructions, conditions, restrictions, or exceptions relating to this Telework Agreement.

### **Responsibilities**

*Pine County is:*

- Responsible for complying with the terms of this policy, managing the implementation of telework in their county, and drafting any corresponding county-specific policies or procedures they deem necessary.
- Responsible for effectively communicating and providing clear expectations to teleworkers.
- Responsible for maintaining corresponding tools/resources created by the county. responsible for providing applicable supervisor and employee training.
- Responsible for identifying and documenting internal controls related to telework.
- Provide training for supervisors and teleworkers to enable a successful telework program. For example, topics could include: telework policy and procedure, data security and privacy, FLSA, communication, injury reporting, goal and standard setting, technology use and guidelines, safety, time tracking, etc.

*Employee is*

- Responsible for complying with all applicable terms of this policy.
- Maintaining effective communication
- Responsible for maintaining a safe and adequate workspace.
- Responsible for complying with internal controls activities, which the county determines apply to telework agreements.

### **Pine County telework terms and conditions**

- I agree to perform services for Pine County as a teleworker. I understand and agree that telework is a management tool to be used at the sole discretion of the county.
- I understand and agree that telework hours are regular work hours and I may not use telework hours for personal activities. I understand that just as with regular work hours, I am expected to follow county leave policies and procedures to request time off from telework to engage in non-work activities.
- I agree not to conduct personal business during telework hours.
- I agree that my work duties and responsibilities are not altered by teleworking.
- I agree that my salary and benefits are not altered by teleworking.
- I agree to establish a telework location and ensure that the telework location will accommodate any county equipment necessary for me to conduct my work. I will protect

the telework location from hazards and dangers that could affect the equipment and ensure my telework location is conducive to work.

- I agree to return all county-owned equipment and supplies immediately upon cancellation of the Telework Agreement, or when my employment with the county ends.
- I agree that if I provide the equipment used during telework, I am solely responsible for servicing and maintaining it. However, the county may agree to service or maintain the equipment at its discretion.
- I agree to use county-owned equipment, software, data and supplies located at my telework location for the sole purpose of conducting county business.
- I grant permission to the county, with proper notice, to inspect my telework location during business hours to ensure it complies with telework requirements including proper maintenance of county-owned property, required safety standards, and data security.
- I agree to maintain, solely at my own expense, an adequate internet connection to support my telework. Upon request, I will provide speed test data on my connection. An adequate connection shall be one that is capable of effectively supporting the work and is generally defined as a minimum of 10 Mbps down and 1 Mbps up. The speed requirements may be changed at the discretion of the county.
- I agree to notify my supervisor immediately if I experience equipment malfunctions which prevent me from working from my telework location. I understand that I may be asked to report to a county work location or be required to take approved leave pending the repair of the equipment, and/or perform other duties as needed. Any condition which impacts my ability to work such as internet outage, inadequate internet speed, or power outage shall be considered an equipment malfunction.
- I agree that my telework location is an extension of the county and therefore, I am governed by the provisions of worker's compensation while I telework so long as I am acting in the course and scope of my county employment. I agree to report any accidents or injuries that occur while I am teleworking to my supervisor immediately. I agree to maintain my telework location in a safe condition.
- I agree to maintain and safeguard data in accordance with all laws, rules, regulations, and policies regarding data privacy and retention.
- I agree that all products, documents, reports and data created as a result of my work-related activities are owned by the county and will be returned to the county: upon request, upon cancellation of the Telework Agreement, or when my employment with the county ends.
- I agree that my supervisor and I have discussed a communications strategy, and that it has been outlined in this agreement, and I will follow it throughout the term of the Telework Agreement.
- I understand that I am responsible for meeting performance expectations and standards, and if I fail to do so I may be disciplined and/or my telework arrangement may be modified.
- I have read, understood, and agreed to the Telework policy and the terms and conditions specified in this agreement.

- I acknowledge that teleworking is at the county’s discretion and not an employee benefit, and that the county can change or cancel this agreement at any time.
- I understand that I am expected to comply with all county policies, guidelines, rules, regulations, state and federal laws, and collective bargaining agreements, while I am teleworking in the same manner as if I was not teleworking.
- I have read and agree to the terms and conditions of this agreement.

Employee Signature:		Date:	
Supervisor Signature:		Date:	
HR Representative:		Date:	

*Original to Personnel File • Copy to Employee • Copy to Supervisor*

## TELEWORK APPROVAL PROCESS

This is a guide for supervisors when implementing a Telework Agreement with an employee in accordance with the Pine County Telework Policy.

<b>STEP 1: Inquiry</b>	Employee expresses interest in telework to supervisor. Employer determines that a job should be done remotely.
<b>STEP 2: Telework Policy</b>	Supervisor provides county telework policy and discusses telework selection process with employee.
<b>STEP 3: Request</b>	Employee completes county request form for telework.
<b>STEP 4: Evaluation/Decision</b>	Supervisor evaluates the request based on county telework criteria. Yes, employee and job criteria are met, skip to Step 6. No, employee and job criteria are not met, go to Step 5.
<b>STEP 5: Discussion Denying Request</b>	Supervisor meets with employee to discuss reasons why employee or job criteria do not meet telework selection criteria. Explore alternatives to telework, if any. Supervisor provides written confirmation of decision to employee and maintains copy in the supervisor file.
<b>STEP 6: Training</b>	The supervisor provides the employee and reviews with the employee the following policies and procedures prior to entering into a Telework Agreement: Pine County Telework Policy <u>Section 17: ECR Policy</u> Injury reporting procedures Expense reimbursement procedure Collective bargaining agreements/plans
<b>STEP 7: Telework Agreement</b>	<ul style="list-style-type: none"> <li>• Supervisor reviews Telework Agreement with employee, as well as expectations and conditions of telework arrangement, including: <ul style="list-style-type: none"> <li>o Employee performance expectations and monitoring</li> <li>o Work hours and schedule</li> <li>o Telework location</li> <li>o Equipment and supplies</li> <li>o Workers' compensation</li> <li>o Data privacy and security</li> <li>o Communication and availability</li> <li>o Employment conditions</li> </ul> </li> <li>• Supervisor and employee sign Telework Agreement.</li> <li>• Original Telework Agreement given to HR/IT. The supervisor retains a copy and gives a copy to the employee.</li> <li>• Supervisor provides teleworker with an emergency point of contact phone list for emergencies (e.g. equipment failure).</li> </ul>
<b>Step 8: Equipment Installation</b>	Necessary equipment/software is installed at telework location.
<b>Step 9: Communication</b>	Communication is sent out to team regarding employee's telework schedule.

**Step 10: Telework Begins**

Employee starts telework arrangement. Supervisor monitors performance.

**Supervisor telework considerations**

Pine County uses telework when appropriate. However, telework is not appropriate for all positions or all employees. The business needs of the work unit are the primary considerations for authorizing telework. Managers and supervisors must consider the pros and cons of telework before making a final decision. The following questions may be helpful to guide your discussions or decisions about telework.

**Work Unit**

1. Can the duties and tasks of the work unit be completed at another location in the same fashion as at the office? Yes No

What percentage of tasks could be done at another location? \_\_\_\_\_

Could tasks reasonably be updated so they could be done at another location while meeting the needs of the county and without changing the duties of the position?

\_\_\_\_\_

2. If an employee teleworks, would there be an increase in work for other employees?  
Yes No

3. Can staff meetings be attended remotely? Yes No

If yes, what additional conference tools or equipment are required?

\_\_\_\_\_

Could the unit reasonably procure them? Yes No

Do all team members know how to use conference technologies? Yes No

Can they learn them? Yes No

Can teleworkers come into county buildings on days when staff meetings are held?

Yes No

4. Does the unit access specialized data? Yes No

What technology systems/software are required to complete the work of the unit?

**Employee**

5. Do you have any concerns about the employee's work performance? Yes No

6. Is the employee currently in probationary status? Yes No

7. Would allowing the employee to telework negatively impact customer/client services?  
Yes No

If yes, describe what the impact would be.

\_\_\_\_\_

8. Do the employee and co-workers rely heavily on each other to perform collaborative work?  
Yes No

If yes, what are the barriers to remote communication?  
\_\_\_\_\_

Would critical work not get completed? Yes No

What plans can be put in place to ensure that collaboration continues and that work gets completed? \_\_\_\_\_

9. Does the employee work independently and manage their own priorities? Yes No
10. Is the employee knowledgeable about the county's policies and procedures that impact teleworking? Yes No
11. Does the employee clearly understand the expectations of their job? Yes No
12. Does the employee need additional training to better understand the expectations of their job? Yes No
13. Does the employee have the communication skills required to perform their work in telework status? Yes No
14. Does the employee have highspeed broadband internet? If Yes, please state the speed.  
Yes No \_\_\_\_\_

### Internal Control

15. Are internal control activities relevant to the job documented and easy to assess for impact? Yes No

If no, can you reasonably review the job responsibilities and identify internal control activities to assess the impact telework might have? Yes No

16. Can all key internal control activities be accomplished under a telework framework?  
Yes No

17. Does the employee work with not public (private, confidential, or privileged) data?  
Yes No

If yes, is there a documented plan to protect and restrict data access in compliance with policy and law? Yes No

If not, before approving telework, the IT department must be consulted to determine whether a plan can reasonably be developed to enable telework.

18. Does the employee have a plan for record management and retention to ensure proper documentation of work activities? Yes No