

**COUNTY OF SAN MATEO
TELECOMMUTING AGREEMENT**

The undersigned agree that effective _____ through _____, _____ can telecommute pursuant to the telecommuting policies and procedures of the County of San Mateo and Exhibits A through G, (exception: Exhibit D is not currently being used) copies of which is attached hereto, and in accordance with the following:

1. Telecommuting is entirely voluntary and may be cancelled by the employee or the County at any time.
2. The duties, obligations, responsibilities and conditions of a telecommuter's employment with the County remain unchanged. Employee's salary, retirement, benefits and County sponsored insurance coverage shall remain unchanged.
3. Employees home addresses and telephone numbers remain confidential and are not to be given out.
4. The use of equipment, software, data supplies and furniture, when provided by the County for use at the remote work location, is limited to authorized persons and for purposes relating to County business.
5. Employees should designate a workspace for installation of equipment to be used in the project. This workspace must be maintained in a safe condition, free from hazards and other dangers to employee and equipment in accordance with Exhibit D.
6. Since the employee's remote workspace shall be considered an extension of the County workspace, the County's workers' compensation liability for job related accidents or injury would continue to exist during the employee's telecommuting work hours.
7. In the event of delay in repair or replacement of equipment or any other circumstance under which it would be impossible for the employee to telecommute, the employee will return to primary County work location.
8. 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.
9. When the employee uses his/her equipment, the employee is responsible for maintenance and repair of equipment.
10. The employee remains liable for injuries to third persons and/or members of employee's family on employee's premises.

11. Requests to work overtime, use sick leave, vacation or other leave must be approved by the employee's supervisor in the same manner as when working in the regular office.
12. If a telecommuter is sick while working at home, the telecommuter reports those hours worked and uses sick leave for the hours not worked.
13. Employees who telecommute, and their supervisors are required to participate in all studies, inquiries, reports or analysis relating to telecommuting for the County. While the employee's individual responses will not be published, the data may be compiled and made available to the public without identification of employees.
14. Employees remain obligated to comply with all County rules, policies, practices, and instructions.
15. Individual tax implications related to the homework space shall be the responsibility of the telecommuter. Employees are advised to consult a tax expert.
16. This agreement may be amended by County's providing written notice of the change to the employee.

We have read and understand the above material and it has been discussed. We also have read and understand the Telecommuting policies and procedures of the County of San Mateo, a copy of which is attached. We have read and completed Exhibits A, B, C, E, F, and G, which are also attached.

Supervisor

Date

Employee

Date