

Emergency Telecommuting Agreement

The purpose of the Emergency Telecommuting Agreement (“ETA” or “Agreement”) is to ensure that essential Camrosa Water District functions continue to be performed in the event that normal operations are disrupted and staff are working at an alternative location. The ETA is intended to cover long-term telecommuting performed in response to an emergency or other disruption for the duration of the disruption or some specified portion thereof.

As the ETA is an emergency practice, the General Manager or designee has discretion to implement and withdraw it as necessary. The General Manager or designee shall designate and authorize specific times in which the ETA shall apply. Any ETA is subject to the terms and conditions set forth below.

Eligibility Criteria

Telecommuting is not suitable for all employees and/or positions. The General Manager or designee has the discretion to determine the employees and positions who may telecommute on an emergency basis utilizing criteria that includes, but is not limited to:

1. The operational needs of the employee’s department and Camrosa Water District;
2. The potential for disruption to Camrosa Water District’s functions;
3. The ability of the employee to perform their specific job duties from a location separate from their Camrosa Water District worksite (“Alternate Worksite”) without diminishing the quantity or quality of the work performed;
4. The degree of face-to-face interaction with other Camrosa Water District employees and the public that the employee’s position requires;
5. The portability of the employee’s work;
6. The ability to create a functional, reliable, safe, and secure Alternate Worksite for the employee at a reasonable cost;
7. The risk factors associated with performing the employee’s job duties from an Alternate Worksite;
8. The ability to measure the employee’s work performance from an Alternate Worksite;
9. The employee’s supervisory responsibilities;
10. The employee’s need for supervision;
11. Other considerations deemed necessary and appropriate by the employee’s immediate supervisor and the General Manager.

Telecommuting Assignment:

1. Any ETA is only valid for the time period specified in the Agreement. The Agreement is invalid after this time unless Camrosa Water District approves an extension in writing. Camrosa Water District may, in its discretion, decide to terminate the Agreement earlier.
2. Employee acknowledges and agrees that the ETA is temporary and subject to the discretion of management. Telecommuting will be approved on a case-by-case basis consistent with the eligibility criteria above.
3. Non-exempt employees who receive overtime shall be assigned a work schedule in the ETA, including rest and meal breaks (“Work Schedule”). Any deviation from the Work Schedule must be approved in advance, in writing, by management. Non-exempt employees must take meal and rest breaks while telecommuting, just as they would if they were reporting to work at their Camrosa Water District worksite. Non-exempt employees may not telecommute outside their normal work hours without prior written authorization from their supervisor. A non-exempt employee who fails to secure written authorization before telecommuting outside his or her normal work hours may face discipline in accordance with the Camrosa Water District’s policy for working unauthorized overtime.
4. Telecommuting employees are required to be accessible in the same manner as if they are working at their Camrosa Water District worksite during the established telecommuting Work Schedule, regardless of the designated location for telecommuting, or “Alternate Worksite.” Employees must be accessible via telephone, email, and/or network access to their supervisor and other Camrosa Water District employees while telecommuting, as if working at their Camrosa Water District worksite. Employees shall check their Camrosa Water District-related business phone messages and emails on a consistent basis, as if working at their Camrosa Water District worksite.
5. Employees shall work on a full-time basis, according to the Work Schedule. If an Employee has established an alternative work schedule, approved and documented by the Employee’s supervisor, that schedule shall be reflected in the Work Schedule. The General Manager or designee may at their discretion require Employees to maintain an accurate record of all hours worked at the Alternate Worksite and make that record available to his or her supervisor upon request.
6. While telecommuting, employees shall:
 - a. Be available to the department via telephone and/or email during all ETA designated work hours.
 - b. Have reliable and secure internet and/or wireless access.
 - c. Have all periods of employees’ unavailability approved in advance by management in accordance with the District’s Employee Handbook and documented.
 - d. Employees must notify their supervisor promptly when unable to perform work assignments because of equipment failure or other unforeseen circumstances.

- e. For any Camrosa Water District-owned equipment the Employee takes to and/or uses at the Alternate Worksite, Employees agree to follow policies regarding the use of District-owned equipment as outlined in the Employee Handbook. Employees will report to their supervisor any loss, damage, or unauthorized access to Camrosa Water District-owned equipment immediately upon discovery of such loss, damage, or unauthorized access.

General Duties, Obligations and Responsibilities:

Employees must adhere to the provisions and terms set forth in this ETA. Any deviation from the ETA requires prior written approval from the Camrosa Water District.

1. All existing duties, obligations, responsibilities and conditions of employment remain unchanged. Telecommuting employees are expected to abide by all Camrosa Water District policies and procedures, rules and regulations, and all other official Camrosa Water District documents and directives.
2. Employees authorized to perform work at an Alternate Worksite must meet the same standards of performance and professionalism expected of Camrosa Water District employees in terms of job responsibilities, work product, timeliness of assignments, and contact with other Camrosa Water District employees and the public.
3. Employees shall ensure that all official Camrosa Water District documents are retained and maintained according to the normal operating procedures in the same manner as if working at a Camrosa Water District worksite.
4. Employees may receive approval to use personal computer equipment or be provided with Camrosa Water District issued equipment at the discretion of the General Manager or designee. If provided computer equipment the employee must protect the equipment from theft, damage, and loss.
5. The employee must designate a work area suitable for performing District business that allows them to perform their duties safely, efficiently, and, as necessary, confidentially.
6. Camrosa Water District shall not be responsible for costs associated with the use of computer and/or cellular equipment, including energy, data or maintenance costs, network costs, home maintenance, home workspace furniture, ergonomic equipment, liability for third party claims, or any other incidental costs (*e.g.*, utilities associated with the employee's telecommuting). Expenditures associated with any of the foregoing may qualify to be covered in whole or in part by the District upon approval by the employee's supervisor prior to purchase.
7. Employees may receive a virtual private network ("VPN") account, as approved by the General Manager or designee.
8. Employees shall continue to abide by practices, policies and procedures for requests of annual leave and other leaves of absences. Requests to work overtime, declare vacation, or take other time off from work must be pre-approved in writing by each employee's

supervisor. If an employee becomes ill while working under an ETA, he/she shall notify his/her supervisor immediately and record on his/her timesheet any hours not worked due to incapacitation.

9. Employees must take reasonable precautions to ensure their devices (*e.g.*, computers, laptops, tablets, smart phones, etc.) are secure before connecting remotely to the Camrosa Water District's network and must close or secure all connections to Camrosa Water District desktop or system resources (*e.g.*, remote desktop, VPN connections, etc.) when not conducting work for the Camrosa Water District. Employees must maintain adequate firewall and security protection on all such devices used to conduct Camrosa Water District work from the Alternate Worksite.
10. Employees shall exercise the same precautions to safeguard electronic and paper information, protect confidentiality, and adhere to the Camrosa Water District's records retention policies, especially as it pertains to the Public Records Act. Employees must safeguard all sensitive and confidential information (both on paper and in electronic form) relating to Camrosa Water District work they access from the Alternate Worksite or transport from their Camrosa Water District worksite to the Alternate Worksite. Employees must also take reasonable precautions to prevent third parties from accessing or handling sensitive and confidential information they access from the Alternate Worksite or transport from their Camrosa Water District worksite to the Alternate Worksite. Employees must return all records, documents, and correspondence to Camrosa Water District at the termination of the ETA or upon request by their supervisor or General Manager.
11. Employees' salary and benefits remain unchanged. Workers' Compensation benefits will apply only to injuries arising out of and in the course of employment as defined by Workers' Compensation law. Employees must report any such work-related injuries to their supervisor immediately. Camrosa Water District shall not be responsible for injuries or property damage unrelated to such work activities, including injuries to third persons when said injuries occur at the Alternate Worksite.
12. All of Employees' existing supervisory relationships, lines of authority, and supervisory practices remain in effect. Prior to the approval of this Agreement, supervisors and employees shall agree upon a reasonable set of goals and objectives to be accomplished. Supervisors shall use reasonable means to ensure that timelines are adhered to and that goals and objectives are achieved.
13. Any breach of the telecommuting agreement by the employee may result in termination of the Agreement and/or disciplinary action, up to and including termination of employment.

Emergency Telecommuting Agreement

Employee Acknowledgement:

I, the undersigned employee (“Employee”), have read the Emergency Telecommuting Agreement (“ETA” or “Agreement”) in its entirety and I agree to abide by the terms and conditions they contain. I understand and agree that the ETA is temporary and contingent upon approval, implementation, and withdrawal by the General Manager or designee. Approval does not imply entitlement to a permanently modified position or a continued telecommute arrangement.

I understand and agree that the ETA is voluntary and may be terminated at any time. I further understand that Camrosa Water District may, at any time, change any or all of the conditions under which approval to participate in the ETA is granted, with or without notice.

I agree to and understand my duties, obligations and responsibilities. I also understand it is my responsibility to provide adequate advance notification to my supervisor if I am unable to keep any of the agreed upon commitments and/or deliverables. If I fail to do so, I understand this Agreement may be immediately terminated.

I certify that my Alternate Worksite is safe, secure, and ergonomically sound.

The Agreement is valid from _____ to _____. I understand this Agreement expires on _____ and may not continue unless Camrosa Water District approves a new ETA in writing. Camrosa Water District may rescind this Agreement at any time.

Regularly Assigned Place of Employment: The days and hours Camrosa Water District expects the Employee to be physically present at Camrosa Water District worksite are the following:

[Supervisor can add more space as necessary]

Alternate Worksite: The location and address of the Alternate Worksite is:

Street

City, State, Zip Code

Phone Number

The days and hours (“Work Schedule”) the Camrosa Water District permits the Employee to be physically present at the Alternate Worksite are the following:

[Supervisor can add more space as necessary]

~~The Employee agrees~~ I hereby agree to report any work-related injuries to ~~the Employee's~~ my supervisor at the earliest reasonable opportunity. ~~The Employee agrees~~ I hereby agree to hold Camrosa Water District harmless for injury to third parties at the Alternate Worksite.

I hereby affirm by my signature that I have read this Emergency Telecommuting Agreement and understand and agree to all of its provisions.

Employee's Name and Title

Date

Employee's Supervisor's Name and Title

Date

General Manager

Date

Submit the completed and executed Agreement to _____