

Article 28 TELECOMMUTING AGREEMENT

§ 28.1 Definition of Telecommuting

Telecommuting is defined as performing work away from the normal work location, one or more hours per day or days per week, either at home or at an off-site work location. More formally, it is the partial substitution of computers or telecommunications technologies, or both, for the commute to work. It is usually an off-site arrangement that permits employees to work in or near their homes or at other approved locations. Communication may be by one or more of several means, such as phone or laptop. Telecommuting may also be known as working from home, working remotely, etc.

Telecommuting does not change the duties, obligations, responsibilities, official District worksite location, or terms and conditions of District employment. All employees must comply with all District rules, policies, procedures, practices, and work direction.

§ 28.2 Conditions of Telecommuting Agreement

§ 28.2.1 Employment Relationship

Telecommuting is an option as approved by the District. Employee understands that participation in this telecommuting arrangement is voluntary in nature and participation is not required as a condition of employment.

All forms of telecommuting retain an employer/employee relationship, and having the same responsibilities as a non-telecommuting employee.

§ 28.2.2 Official Worksite

The official worksite for a telecommuter remains the site(s) where they would normally work (such as the Petaluma or Santa Rosa Campus, Shone Farm, Public Safety Training Center, or the Southwest Center), not their off-site location.

§ 28.2.3 Scheduling

Telecommuting agreements can be on a regular or an occasional basis. The specific schedule for the telecommuting employee will be determined by the supervisor and the employee, and recorded in the Telecommuting Agreement. A telecommuting employee must perform work during scheduled telecommuting hours.

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§ 28.2.3.1 Recurring Schedule

Under a recurring schedule, an employee works away from the official worksite on an established day or days or block of time, on a consistent basis. Telecommuting may not exceed 60% of an individual's work-week. Except for discontinuance of the telecommuting agreement by the supervisor or employee, any proposed change to the agreed upon schedule must first be approved by the supervisor and the appropriate vice president, or component administrator, then documented and appended to the Telecommute Agreement on file in Human Resources.

The operational needs of the District take precedence over telecommuting agreements. A telecommuting employee may be required to deviate from their approved telecommuting schedule in order to meet the work goals of their unit or department, or the needs of the district.

Unit members who are required to deviate from an established telecommuting schedule for foreseeable needs of the district, at a minimum shall be notified by the end of the shift the unit member works just prior to the date of the need to deviate.

Unit members who are required to deviate from an established telecommuting schedule for unforeseen needs of the district, that require the unit member to report to an official district site during the same shift that the notification occurred, at a minimum shall be notified two hours prior to the need to report. The unit member shall be permitted to utilize the full two hours without explanation or justification, to report to the official District site without loss of pay or a requirement to use personal leaves. Occasionally, unit members may experience extenuating circumstances that may prevent them from reporting to the official district site within two hours. In these situations, supervisors are encouraged to consider alternative options if possible, especially if the unit member has not exhibited a history of being unable to respond.

Supervisors must receive acknowledgement of notification from unit members of a required deviation from an established telecommuting schedule. The two hour time period to report to the official district site starts from the time of unit member acknowledgement. Unit members are not required to acknowledge receipt prior to the beginning of their shift.

While working off-site, employees must be accessible for communication and respond in a timely manner (e.g., videoconferencing, telephone, messaging, e-mail, etc.) during scheduled work hours. Conversely, occasional requests by employees to change their regularly scheduled telecommute days should be accommodated by the supervisor, if possible. Employees must obtain prior written authorization to change a regularly scheduled telecommute day or time.

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§ 28.2.3.2 Occasional Schedule

Occasional telecommuting means an employee works off-site on an infrequent, one-time, or irregular basis. This option provides an ideal arrangement for employees who generally need to be in the office, but who sometimes have projects, assignments, or other circumstances that meet the eligibility criteria. Employees may be allowed to telecommute on a temporary basis as their duty assignment permits.

Circumstances that may be appropriate for temporary telecommuting include, but are not limited to:

- Special project work which requires a period of uninterrupted time.
- While all reasonable commute routes are blocked (i.e., major construction, or environmental factors, such as a storm, or disaster).
- To accommodate other inabilities to be onsite that allow for work to be performed (i.e., broken leg, etc.).
- Primary worksite is inaccessible or uninhabitable due to emergency conditions.

The supervisor and employee must identify dates, times, and reasons, which must be sent to the appropriate vice president or component administrator before the commencement of an occasional telecommuting schedule.

An occasional schedule may be worked by a unit member one-time, not to exceed two (2) consecutive workweeks without the unit member completing the entire Telecommuting Agreement. A unit member must complete the Telecommuting Agreement in full before being eligible for another telecommuting assignment. Once the Telecommuting Agreement has been completed, an occasional schedule can be accommodated by updating the work schedule portion of the Telecommuting Agreement and only those other parts that need to be updated.

§ 28.2.4 Work Hours

Telecommuting employees shall be responsible for following District policies and their supervisor's directives regarding work hours. All the rules applicable at the regular worksite are applicable while telecommuting. Any employee initiated leave of absence from remote work must be approved in advance. Employees may be subject to disciplinary action for inaccurately reporting hours worked remotely or working overtime hours contrary to the provisions of the Telecommuting Program, and/or Article 6 of the SEIU/District Contract regarding overtime provisions, or their supervisor's directives.

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This includes:

- Telecommuting employees must perform designated work during scheduled work hours.
- Employees must account for and report telecommuting work hours in the same way they would at the regular worksite, or according to the terms of the Telecommuting Agreement.
- Employees may work overtime only when directed to do so and approved in advance by the supervisor.
- Employees must obtain approval to use vacation, sick, or other accrued leave in the same manner as employees who do not telecommute.
- Article 6.7, Variable Scheduling, of the SEIU/District Contract applies to Telecommuting Agreements.
- Article 6.18, Shift Differential, of the SEIU/District Contract applies to Telecommuting Agreements.
- Article 12.5, Sick Leave, of the SEIU/District Contract applies to Telecommuting Agreements.

The preceding statements of Articles 6.7, 6.18, and 12.5 applying to Telecommuting Agreements does not mean that other Articles do not apply to Telecommuting, unless stated in this agreement.

§ 28.2.5 Travel and Travel Time

Mileage reimbursement will not be provided for travel between the official worksite and the telework location for telecommuting employees. However, if any employee is asked to report directly to a district worksite other than their official district worksite, the district will reimburse mileage from the approved off-site location to the unofficial district worksite - OR - reimburse mileage from the official district worksite to a different district worksite, whichever is less.

Travel between an approved off-site location to the employee's official worksite are considered ordinary home-to-work travel, which is a normal incident of employment and not considered work time.

§ 28.3 Employee Participation

§ 28.3.1 Eligibility and Considerations for Telecommuting Participation

Employee participation in telecommuting is entirely voluntary. A department may not require an employee to telecommute and an employee does not have the right to telecommute.

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Permanent Classified unit members are eligible for participation in the telecommuting program. Probationary employees are not eligible to participate unless approved as an exception by the appropriate vice president or component administrator. Employees providing in-person service will not normally be approved to participate in the telecommuting program on a regular, ongoing basis.

Employees who are not upholding District obligations and have documented unsatisfactory performance or conduct, documented verbal warnings, written warnings or current unsatisfactory evaluation, are not eligible to telecommute.

Eligible unit members who wish to participate in the Telecommuting Program must read and agree to the provisions of the Telecommuting Program and submit all required agreements and checklists through the approval process. A Telecommuting Agreement may be denied, ended, or modified for any business reason that is not arbitrary or capricious.

A job function acceptable for telecommuting is one that can be performed at a remote site without diminishing the quality of the work or disrupting the productivity of an office or other work environment. The supervisor and the telecommuter must take actions to prevent the telecommuter from becoming isolated from District employees, SRJC students, and community members. An employee interested in telecommuting must meet the following eligibility criteria:

- Have a demonstrated ability to work well with minimal supervision;
- Have a thorough knowledge and understanding of the job tasks and operations for which they are responsible;
- Have a history of reliable and responsible accomplishment of work duties; and
- Have demonstrated ability to independently establish priorities and manage their time.
- An overall satisfactory evaluation on file in Human Resources satisfies this criterion.

In the event that a unit member does not have an overall satisfactory evaluation on file in Human Resources or the unit member has documented unsatisfactory performance or conduct, and the unit member's request to telecommute has been denied for this reason, the supervisor may conduct an interim evaluation if requested by the unit member.

The work to be performed will be the primary determining factor for telecommuting. Participation in the Telecommuting Program should be based on the ability of the employee to perform tasks that can be completed from approved remote locations, and the supervisor's assessment of the employee's ability to complete those tasks satisfactorily. Consideration, on a case-by-case basis, should be given to the following:

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Job Characteristics

- Can the needs of our students and community be served with the same level of effectiveness via telecommuting?
- Can some of the work be performed effectively in a remote fashion?
- Can some of the job be performed in a self-directed manner without in-person contact?
- Can priorities be easily established by utilizing remote work communications technologies?

Task Scheduling

- Does the individual already work independently handling information tasks such as thinking, planning, coordinating, writing, reading, analysis, teleconferencing, computer programming, word processing or data entry?
- Can tasks which can be completed off-site, be grouped and scheduled for telecommuting days?
- Can staff meetings and conferences be grouped and scheduled for non-telecommuting days or accommodated through other means (e.g., teleconferencing)?

Public/District Contacts

- What portion of the job is devoted to face-to-face contact with other departments, students, and the public or internal staff?
- Can this contact be structured to allow for communication via phone or computer, or grouped into non-telecommuting days, or can alternatives be established to provide this contact on telecommuting days?

Reference Materials

- What portion of the job requires the use of reference materials or resources located in the designated work site?
- Can these resources be easily taken home for a day or two without interfering with co-workers' job performance or converted to an electronic format?
- Are these resources available through other means such as a computer accessible library service?
- Will the confidentiality of the resources or reference materials be maintained in the same manner if accessed off-site?

Use of Computers/Technology

- Will response time on computer equipment used at home be fast enough to allow for required productivity?
- If network access is needed, does sufficient connectivity exist?
- Has the employee demonstrated an adequate level of skill in use of the computer and software that will be used for telecommuting?

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Special Equipment

- What portion of the job relies upon access to photocopiers, scanning capabilities or other specialized equipment?
- Can access be managed to allow telecommuter's needs to be met on non- telecommuting days or can these needs be satisfied at a district site near the employee's telecommuting work location?

Information Security

- What portion of the job uses secured or otherwise confidential information and can the integrity of that information be secured in accordance with information security policies?

Travel

- Does the job involve field work?
- Can trips begin or end at the employee's off-site work location, rather than at the district location?

§ 28.3.2 Participation Approval

Participation in the telecommuting program is subject to the prior written approval by an employee's immediate supervisor, department dean/director, and the appropriate vice president or component administrator. Approval must be completed prior to the start of the employee's telecommuting schedule by execution of a Telecommute Agreement, a Safety Checklist, a Supervisor's Checklist and an Equipment Use Agreement. The employee and supervisor will each maintain a copy of the related Agreement and Checklists. The originals will be placed in the employee's personnel file maintained in Human Resources.

§ 28.3.3 Denial of Application

The District Telecommuting Program is not subject to the grievance procedure. An employee who believes the telecommute application has been denied for arbitrary or capricious reasons may appeal the decision to the appropriate vice president or component administrator. The decision of their vice president or component administrator is final.

§ 28.3.4 Renewal of Telecommuting Agreement

All agreements and the checklists must be completed and approved at least annually. If the telecommuter moves or relocates their telecommute location, new agreements and checklists must be approved. In addition, if there is any change in the terms of the Telecommute Agreement, including but not limited to, an agreed-upon schedule change approved by the supervisor; a change in the equipment, services or software provided, or a change in the agreement regarding their use; or if the information regarding residence, residence telephone, telecommute location, or mobile number for the teleworker have changed, such change must be documented and appended to the Telecommuting Agreement as soon as possible.

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§ 28.3.5 Termination of Telecommuting Participation

A Telecommuting Agreement may be ended or modified for any business reason that is not arbitrary or capricious. Similarly, a telecommuting employee may end or request to change a telecommuting agreement at any time.

The employee may discontinue participation in the telecommuting program at any time, for any reason, upon written or verbal notice to their supervisor. In this situation, an employee will report to their official worksite(s) for their entire FTE time base, under the schedule that was in effect prior to the adoption of a telecommuting agreement. Supervisors may terminate an individual employee's participation at any time, as follows:

1. For any business reason, not arbitrary or capricious, upon providing ten (10) working days prior written explanation to the affected employee.
2. For cause, upon provision of 24 hours verbal or written prior explanation to the affected employee. All verbal explanations are to be followed with a written explanation, within fourteen (14) calendar days.
3. When the telecommuting agreement is terminated, the employee must within one (1) working day return to District all notes, data, reference materials, memoranda, reports, records, equipment, software, supplies, and any other District -owned property in the employee's possession or control.

The District is not responsible for costs, damages, or losses associated with the termination of the telecommuting agreement.

§ 28.4 Responsibilities

§ 28.4.1 Vice Presidents and Component Administrators

- Oversight of administration of the telecommuting program in their respective areas, including ensuring compliance with all applicable policies and procedures; identifying positions suitable for the telecommuting option; review and approval or denial of Telecommute Agreements and revisions.

§ 28.4.2 Directors, Deans, Managers, and Supervisors

- Determine if proposals for their employees to telecommute are likely to contribute to the district's objectives, while maintaining or improving program efficiency, productivity, service, benefits, and safety conditions.

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- Ensure that employees who remain on site are not burdened by being required to handle the telecommuter's regular assignments (i.e., answering telephone calls, providing information, etc.).
- As for all other employees, provide specific, measurable, and attainable performance expectations for the telecommuter; define in detail assignments, corresponding deadlines, and the quality of work expected.
- Provide for employee training in use of equipment and software as required for the employee to function effectively and independently.
- Inform employees that failure to comply with rules, practices, instructions, policies and procedures may be cause for terminating participation in the telecommuting program and/or possible disciplinary action.
- Obtain vice president or component administrator approval or denial by submitting all completed and signed forms as a packet for consideration.
- If approved, provide employee with copies of the employee's Safety Checklist, Supervisor's Checklist, Telecommute Agreement, and, if applicable, Equipment Use Agreement.
- Send original forms to Human Resources for placement in the employee's personnel file.

§ 28.4.3 Telecommuters

- When telecommuting is determined to be a viable work option, work with supervisor to develop an acceptable telecommuting agreement.
- Abide by the provisions set forth in this Telecommuting Program.
- Attend mandatory trainings as assigned related to telecommuting protocols and safety.
- Adhere to all applicable laws, rules, regulations, policies, and procedures regarding information security.
- Acquire the skills necessary to meet district requirements and operate independently from a telecommuting site.
- Establish and maintain an acceptable and safe home office environment including sufficient internet connectivity. (Employees are required to complete the Safety Checklist and certify to its accuracy annually when the Telecommuting Agreement is renewed.)
- Establish, operate and maintain equipment, devices, and services associated with the telecommuting arrangement.
- Repair and/or replace at own expense any district-owned equipment that is damaged, lost, or stolen due to inattention; report malfunction of any district-owned computer hardware or software to Information Technology; report damage, loss or theft of any district-owned equipment to District Police immediately; also report damage, malfunction, loss or theft of any work-related equipment to the telecommuter's supervisor immediately.

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- Adhere to all district policies and procedures, with special attention to the Computer and Communications Technology Use Policy and Procedure 2.13/P.
- Do not hold any physical district business related meetings or receive visitors related to district business at the telecommuting site.
- Comply with Tax laws. The district is not responsible for substantiating a telecommuter's claim of tax deductions for operation of a home office used to perform district work. Employees should seek advice from a tax advisor concerning home office deductions. However, if required by the IRS and if a copy of the employee/telecommuter's executed telecommuting agreement is not sufficient evidence, under limited circumstances this district will certify, if requested, as to the dates during which a Telecommute Agreement between the college and the employee/telecommuter was in effect.
- Ensure virtual environment is work appropriate, attend meetings with camera on unless unusual circumstances do not allow like temporary internet issues or temporarily relocating remote work area due to unforeseen circumstances.
- Comply with the district's procedures governing travel and use of district and personal vehicles for district business.
- The employee should return to work if equipment fails and will lead to the loss of a specified period of work time (more than four hours). The employee will continue working on site until such time as the equipment is functional.
- If an employee experiences any technical disruption preventing remote work, they will immediately contact their supervisor for direction.

§ 28.4.4 Human Resources

- Assist employees and management in understanding and implementing the Telecommuting Program.
- Maintain appropriate documentation in the employee's personnel file.
- Send copies of approved or updated telecommute agreements and forms to SEIU President.

§ 28.4.5 Information Technology

- Provide a district-purchased laptop with software installed for the telecommuting option to ensure that it is in accordance with software copyright laws and compatible with district software standards.
- Provide general oversight regarding equipment and other information and computer needs associated with telecommuting.
- Provide guidelines and training, as needed, defining the appropriate data communications equipment, software and services for home-based telecommuting.
- Meet with potential telecommuters to review hardware, software, and information security requirements.
- Issue and receive back any District provided equipment.

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§ 28.5 Considerations

§ 28.5.1 Non-Working Activities

Employees may not engage in activities while telecommuting that would not be permitted at the regular worksite, such as child, elder, or other dependent care.

Employee may not use their personal vehicle for District business unless specifically authorized by their supervisor.

Employee may not allow non-work-related events and activities to disrupt or interfere with work at the remote worksite.

Telecommuting employees may take care of personal business during lunch and break periods, as they would at their regular worksite.

§ 28.5.2 Equipment, Services and Materials

All District policies and procedures regarding the use of computers and the internet apply while an employee is telecommuting. The telecommuting employee shall be responsible for loss or damage due to gross negligence or abuse to District property that the employee is using at their telecommute location.

Any employee who telecommutes will be assigned a laptop instead of a desktop so the workstation can be easily transported between the worksite and the telecommute site. The District will not provide telecommuting employees with other materials or supplies needed to establish an alternate worksite (desk, chair, cell phone, printer, scanner, copier, etc.), and assumes no responsibility for set-up or operating costs at an alternate worksite (telephone or electricity, etc.).

By requesting to telecommute, the employee confirms that they have an internet service provider and a sufficient, reliable connection at the telecommute worksite, and is responsible for any internet service costs at the telecommuting location. The District shall not be responsible for such costs.

The telecommuting agreement must identify the equipment, software, supplies, and support required to successfully work at the telecommute location. If the employee does not have the needed equipment, supplies, internet access or support, the employee will not be eligible to telecommute.

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§ 28.5.2.1 District Equipment

All equipment, records, and materials provided by the District shall remain District property and are for District business only. A telecommuting employee does not obtain any rights to District equipment, software, or supplies provided in connection with telecommuting. The employee must immediately return all District equipment and software at the conclusion of the telecommuting arrangement or at the department's request. The district will not, as a standard, provide any hardware beyond a laptop computer and normally provided software and software licenses for telecommuting. This includes Internet or phone services or office equipment such as printers, monitors, scanners, calculators, or furniture.

A telecommuting employee must protect District equipment, software, and supplies from possible theft, loss, and damage. The telecommuting employee may be liable for replacement or repair of the equipment, software, or supplies in compliance with applicable laws on negligence or intentional conduct in the event of theft, loss, or damage.

Employee agrees to present for inspections to the District its equipment and materials upon one (1) working day of written notice, and during the Hours of the Telecommuting Agreement. All District equipment and materials will be returned by the employee for inspection, repair, replacement, or repossession within one (1) working day of written notice, or within one (1) working day of the written termination of the Telecommuting Agreement.

A telecommuting employee may not make unauthorized copies of any District-owned software. Employees may not add hardware or software to District equipment without prior written approval.

In the event of equipment malfunction, the telecommuter must notify their supervisor immediately. If repairs will take some time, the telecommuter may be asked to report to their normal worksite until the equipment is usable.

§ 28.5.2.2 Personal Equipment

Equipment may be owned and maintained by the employee or by the District. The selection, installation, maintenance, repair or replacement of employee-owned equipment and software is the responsibility of the employee. Any equipment must have a configuration that is compatible with the district's information technology infrastructure and compliant with the district's information security and accessibility standards.

Telecommuting employees must understand and agree that the District is entitled to, and may access, any personal equipment used while telecommuting, such as a telephone or scanner. The District shall not be liable for any employee-owned equipment lost, damaged, or stolen.

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§ 28.5.2.3 Information Security

Security of confidential information is of primary concern and importance to the district.

Employee agrees to provide a secure location for District owned equipment and materials and will not use, or allow others to use, such District equipment, data (including personally identifiable information of District students or personnel), or materials for purposes other than District business. Only approved software will be used for accessing or connecting to the District's network or cloud assets from the remote workstation. No employee, whether telecommuting as defined by this section or otherwise, may access data owned by District, including data related to students or employees, or data that may be accessible remotely with District logins, through a publicly available server or Wi-Fi system. Employees may only access such data if Information Technology has certified that there are sufficient security protocols in place. Employee agrees to follow all District rules, copyright laws, computer-and software end-users' licensing agreements.

All files, records, papers, or other materials created while telecommuting are District property. Telecommuting employees and their supervisors shall identify any confidential, private, or personal information and records to be accessed and ensure appropriate safeguards are used to protect them. A department may require employees to work onsite or in private locations when handling confidential or sensitive material. Departments may prohibit employees from printing confidential information in telecommuting locations to avoid breaches of confidentiality. Employees may not disclose confidential or private files, records, materials, or information, and may not allow access to District networks or databases to anyone who is not authorized to have access.

Telecommuters, like all district employees, are expected to adhere to all applicable laws, rules, regulations, policies, and procedures regarding information security. The following are basic information security guidelines:

- Use district information assets only for authorized purposes, and ensure that confidential information is not disclosed to any unauthorized person.
- Store critical District information on District provided servers and services such as network drives (S:, X:, etc), One-Drive, and Teams to ensure that the information can be recovered if damaged or destroyed.
- Use "logon" passwords on all systems containing confidential information and keep those passwords secure. Use the latest virus protection software on telecommuting systems used to prepare information for subsequent use on district systems.
- Return material (paper documents, flash drives, etc.) containing all confidential information to the district for proper handling or disposal, if necessary.

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- Adhere to copyright laws by not copying or sharing any district owned software utilized by telecommuters, and when no longer employed by the district, remove all such software from personally owned equipment and return any software media to the district.
- Use the college e-mail account only for District business conducted during telecommuting hours. Sensitive data must be afforded the same degree of security and confidentiality as when working at the official worksite.
- An employee's expectation of privacy in the workplace (e.g. email, internet usage, phone calls) is the same for a telecommuter as for an employee working on-site.

Employee agrees to close or secure all connections to District desktop or system resources (i.e., remote desktop, virtual private network connections, etc.) when not conducting work for the District. Employee agrees to maintain all current system updates and ensure that anti-virus software has been installed on any personal equipment.

§ 28.5.3 Worksite

A telecommuting employee must designate a work area suitable for performing official business. Requirements for the designated work area will vary depending on the nature of the work and the equipment needed, and may be determined by the department. Telecommuting employees must work in an environment that allows them to perform their duties safely and efficiently. If the telecommuting employee requires any specialized equipment for ergonomic needs, it is the responsibility of the employee to purchase and maintain such equipment at the telecommute location. In addition, the District will not deliver or retrieve, install, or set up equipment at an employee's telecommute location.

Employees are responsible for ensuring their work areas comply with health and safety requirements. The District and/or department may request documentation of the employee's designated work area to determine compliance with health and safety rules. Failure to maintain a proper and safe work environment, in accordance with this program, may be cause for terminating the telecommuting program for the employee.

Employees are covered by workers' compensation laws when performing work duties at their designated alternate locations during regular work hours. Employee agrees to report any work-related injuries to their supervisor at the earliest opportunity and to hold the District harmless for any injury to others present at the telecommute worksite. If an employee incurs a work-related injury during agreed upon telecommuting hours, workers' compensation laws and rules apply just as they would if such an injury occurred at a District owned and operated facility. Employees must notify their supervisors immediately and complete all necessary documents regarding a work-related injury, or regarding an injury that occurred during working hours. If the employee fails to maintain their worksite in an appropriate and safe manner as required by this agreement, they agree to hold the District harmless.

The District is not liable for damages to an employee's personal or real property.