



## King County TELECOMMUTING AGREEMENT

<b>Employee's Name</b>	<b>Classification</b>	<b>Date of This Request</b>
<b>Division</b>	<b>Section</b>	<b>Workgroup</b>
<input type="checkbox"/> Non-Represented/Non-Union <input type="checkbox"/> Represented/Union Local:	<input type="checkbox"/> FLSA Exempt (Salaried) <input type="checkbox"/> Non-Exempt (Hourly)	<b>Effective Date of Telecommuting</b>

### Schedule of Telecommuting Days

	Time Start/End		Time Start/End
Monday	____ / ____	Friday	____ / ____
Tuesday	____ / ____	Saturday	____ / ____
Wednesday	____ / ____	Sunday	____ / ____
Thursday	____ / ____	Variable	____ / ____

I will telecommute due to an emergent event (e.g., inclement weather), or as otherwise directed by management.

### Telecommuting Work Sites

Home Work Site Address: \_\_\_\_\_

Alternate Remote Work Locations: 1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

Pursuant to King County Telecommuting Policy, Executive Policy PER 18-4 (AEP) (October 15 2001), this is the telecommuting agreement between the named employee and the designated supervisor which provides the method for administering the policy.

King County supports telecommuting as an alternative work arrangement and allows supervisors to implement telecommuting arrangements for eligible employees. This agreement provides the parameters for equipment and/or working conditions for employees who telecommute, including those employees who telecommute utilizing a Virtual Private Network (VPN).

Per the Executive Policy, "telecommuting" means working one or more days in a given workweek from home or other approved location instead of commuting to their assigned worksite. "Assigned Worksite" means the King County worksite where the employee would be required to work if they did not telecommute. If any of the provisions of this agreement conflict with the language in the applicable collective bargaining agreement, the provisions of the collective bargaining agreement will prevail.

A request to terminate or extend this Agreement may be proposed by the employee or the supervisor at any time. Generally, it is recommended that two weeks notice be given, if possible.

## **A. DEPENDENT/CHILD CARE**

### ***I AGREE:***

That I will not provide in-home care for my children or dependents during my telecommuting working hours. (This provision does not apply in the event of an emergency as determined by management, *e.g.*, schools are closed due to inclement weather.)

## **B. EQUIPMENT & SOFTWARE**

### ***I AGREE:***

1. Not to use any county equipment or software for personal purposes, nor allow family members or friends access to the equipment or software. This includes not allowing non-employees to use any personally owned computer or laptop when it is accessing the county network with the connecting software.
2. To disable the VPN or other connection when I am not using it.
3. To promptly return all county-owned software, equipment and documents when requested.
4. To follow all software licensing provisions agreed to by King County. This includes uninstalling any county-provided software when it is no longer required for county business purposes or if I leave county employment.
5. To allow the county to pursue recovery for county property under my care, custody, or control that is deliberately or negligently damaged, destroyed, or lost.
6. Not to hold the county responsible for personal property used, lost, damaged or destroyed.
7. Additional telecommuting equipment or service expenses (such as an additional telephone line, ISP connection fees or software), if any, must be approved in advance. Any approved equipment will be paid for or reimbursed and is considered county property.

## **C. SECURITY**

### ***I AGREE:***

1. To maintain the confidentiality of all county information and documents, prevent unauthorized access to any county system or information, and dispose of work-related documents in a manner that will not jeopardize the interests of the county.
2. I will adhere to applicable King County policies relating to remote access and use of VPN connections while using my personally owned computer or laptop for telecommuting purposes.
3. King County has the right to monitor all information generated and actions performed using remote access technology while I am telecommuting.
4. I will ensure that my personally owned computer, netbook, laptop, or other similar device has anti-virus software, (either provided by King County or of equivalent quality) installed and configured to properly receive malware signature file updates on a daily basis.
5. I am responsible for all activity originating from my account credentials (username and password).

#### **D. WORKING CONDITIONS APPLICABLE TO ALL EMPLOYEES**

##### ***I AGREE:***

1. I must be able to communicate with my supervisor or other authority via an electronic method (*e.g.*, telephone or email) and that if I am unable to so communicate, I do not have authorization to telecommute.
2. To call the office or access my voice-mail to obtain messages daily and/ or on the schedule my supervisor requires while working at home/remote location (or agree to forward my office telephone line to my telecommute location when I telecommute).
3. My supervisor or other authority may call me to work at an assigned worksite for business reasons.
4. I will not receive compensation nor commute expenses for my normal commute to and from the assigned worksite, unless provided for by a provision in a collective bargaining agreement. However, if I am approved to commence my workday while telecommuting at home and, during that workday, am called in to work at a county worksite, I will be compensated for the travel time and reimbursed for any travel expenses, per Executive Policy "Authorized Travel, Meal and Expense Reimbursement for County Employees" PER 17-1-2 (AEP) (June 15, 1999).
5. My duties, obligations, and responsibilities of a telecommuting employee are the same as office-based workers, including my obligation to respond to my voicemail, e-mail and other messages in a timely manner.
6. I will take my meal break and rest breaks during my telecommuting work time.
7. Should a situation arise necessitating the use of sick leave, I can utilize sick leave on a telecommuting workday but must report the absence in the same manner as office-based employees.
8. While telecommuting, I am expected to be working at the above-listed home/remote locations during my telecommuting work schedule. I understand that personal leave time normally scheduled during a scheduled workday must be arranged in the same manner as office-based employees.
9. I am responsible for maintaining a safe and ergonomic working environment, including the work area, bathroom, and other areas that may be necessary for working during my telecommuting work time. Workers' Compensation will not apply to non-job-related injuries that occur in the home. I remain responsible for injuries to third parties or members of my family on my premises. I understand that King County will not be responsible for injuries to third parties or family members that occur on my premises.
10. In the event of a job-related incident or accident during telecommuting hours, I need to report the incident to my supervisor as soon as possible and follow established procedures to report and investigate workplace injuries or incidents.
11. I will allow home office inspections conducted by the county if there are reasonable safety and ergonomic workplace concerns or if a job-related incident or accident has occurred.
12. I will not hold in person business meetings with internal or external clients, customers, or colleagues at my residence, unless specifically authorized in advance.
13. I will not conduct any unauthorized external (non-county) work or activities during my telecommuting work schedule.

- 14. I will participate in any county-sponsored telecommuting training.
- 15. I will participate in the county's evaluation of its telecommuting program.
- 16. I will abide by all terms of Executive Policy "Telecommuting Policy" PER 18-4 (AEP) (October 15 2001).

**E. WORKING CONDITIONS APPLICABLE TO HOURLY EMPLOYEES ONLY**  
**I AGREE:**

- 1. As an overtime-eligible ("hourly") employee under the FLSA, I understand that telecommuting and accessing work through the connecting software is considered work time. Therefore, I will only use the connecting software when directed to work from my telecommuting location by my supervisor or other designated authority for purposes performing my work functions.
- 2. I understand that any hours beyond my normal work schedule must be authorized in advance by my supervisor.

**F. ADDITIONAL DEPARTMENT-SPECIFIC CONSIDERATIONS**  
**I AGREE:**

To abide by any additional considerations that meet my work unit's business needs as identified below and which I have discussed with my supervisor.

\_\_\_\_\_

**G. AGREEMENT**

By signing below, I certify that I have read, understand and agree with the terms outlined in King County's telecommuting policy and this telecommuting agreement. I also agree to comply with other applicable King County direction and policies including guidelines for computer use, data confidentiality and security.

Employee's Signature: \_\_\_\_\_ DATE: \_\_\_\_\_

Division Approval			
<input type="checkbox"/> Approved <input type="checkbox"/> Denied	<b>Division Director/Designee – Name</b>	<b>Division Director/Designee – Signature</b>	<b>Date</b>

*If denied, must state reason:*

Per Executive Policy "Telecommuting Policy" PER 18-4 (AEP) (October 15 2001), policy, after an employee begins a telecommuting arrangement, supervisors should conduct periodic reviews with the employee to evaluate the success of the arrangement. A first time telecommuter should be reviewed during the first 45 days, at the end of 3 months, at the end of 6 months and after 1 year.

<b>Effective Date of Agreement</b>	<b>Date Initial Agreement Expires</b>	<b>Approved telecommuting schedule</b>
<b>Date of First Renewal</b>	<b>Date First Renewal Expires</b>	<b>Modifications to initial agreement</b>
<b>Date of Second Renewal</b>	<b>Date Second Renewal Expires</b>	<b>Modifications to first renewal</b>
<b>Date of Third Renewal</b>	<b>Date Third Renewal Expires</b>	<b>Modifications to second renewal</b>

cc: [employee]  
[employee's] personnel file