

Telecommuting Agreement



Employee Name		Employee Classification	
Employee Division/Section		Employee Supervisor	
<input type="checkbox"/> Non-Represented/Non-Union	<input type="checkbox"/> FLSA Exempt (Salaried)	Telecommuting Start Date	
<input type="checkbox"/> Represented/Union Local:	<input type="checkbox"/> Non-Exempt (Hourly)		

Telecommuting Schedule					
Sample two-week schedule	Mon	Tue	Wed	Thu	Fri
Week 1 Start time – End time					
Break times					
Week 2 Start time – End time					
Break times					
Schedule notes:					
Telecommuting Work Site(s)					
Telecommuting Site (Home) Address:					
Alternate sites:					

King County supports telecommuting and allows supervisors to implement telecommuting agreements for eligible employees. This *Telecommuting Agreement*, between the employee named above and their immediate supervisor, documents the parameters for equipment and/or working conditions for the above employee to telecommute.

If any of the provisions of this agreement conflict with the language in an 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 or notice as required by an applicable collective bargaining agreement.

A. EQUIPMENT & SOFTWARE

I AGREE:

1. To limit the use of county equipment for personal use to de minimus use consistent with the county's *Acceptable Use of IT Assets Policy* and not allow family members or friends access to the equipment or 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. To obtain prior approval for any additional telecommuting equipment or service expenses. Approved equipment will be paid for or reimbursed for by the county and is considered county property.

B. 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. To 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.
 - KCIT strongly discourages the use of personal devices for conducting county business.
3. If using my personal device, to ensure that my personally owned device has up-to-date anti-virus software installed.
4. King County has the right to monitor all information generated and actions performed using remote access technology while I am telecommuting.
5. I am responsible for all activity originating from my account credentials (username and password).

C. WORKING CONDITIONS APPLICABLE TO ALL EMPLOYEES

I AGREE:

1. To be available and responsive during scheduled work hours.
2. My duties, obligations, and responsibilities as 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.
3. While telecommuting, that I will work at the above-listed locations during my telecommuting work schedule, unless I have received prior approval to temporarily work elsewhere.
4. That any leave time, including sick leave, during a scheduled workday must be prearranged according to departmental guidelines.
5. I am responsible for maintaining a safe and functional working environment, including the 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, not King County, remain responsible for injuries to third parties, including members of my family on my premises.
6. 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.
7. I will allow home office inspections conducted by the county if there are safety and ergonomic workplace concerns or if a job-related incident or accident has occurred.
8. I will receive pre-authorization from my immediate supervisor before using my personal vehicle to conduct county business while telecommuting.
9. I will not hold in-person business meetings with internal or external clients or customers at my residence.
10. I will not conduct any non-county work during my telecommuting work schedule.

D. 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 remotely, including checking email on my phone is considered work time. Therefore, I will only do so during my scheduled hours, unless I have preapproval to work beyond my normal scheduled hours.
2. To take and document my meal break and rest breaks during my telecommuting work time.
3. To enter my time during the workday.

E. 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.

Additional agreements:

F. 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

Supervisor’s Signature	Date

DIVISION APPROVAL

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

<i>If request is denied, state reason:</i>

Supervisors should conduct periodic reviews of an employee’s *Telecommuting Agreement* with the employee to evaluate the effectiveness of the agreement

Cc: [employee]
[employee’s] personnel file