

This Telecommuting Work Agreement (the "Agreement") is made and entered into as of \_\_\_\_\_ (hereinafter the "Effective Date") by and between \_\_\_\_\_ ("Employee"), and Snohomish Health District (District).

**Employee Information**

Position Classification: \_\_\_\_\_

Supervisor: \_\_\_\_\_

Program/Division: \_\_\_\_\_

The employee named above is hereby authorized to perform work for the District at the residence or off-site office located at \_\_\_\_\_ in accordance with the terms and conditions of this Agreement and the District's Telecommuting Policy and all other Policies & Procedures.

Employee agrees and understands that authorization to perform the District's job duties at their residence or off site office is an opportunity that such authorization may be granted or revoked at any time at the sole discretion of the District. Employee understands that this Telecommuting Work Agreement, and its associated provisions and arrangements, are not a basis for changing the Employee's salary or benefits. All pay, leave, and travel entitlements are based on the Employee's primary business location, the District offices. While telecommuting employee's new worksite is their home (or location listed above), their workday begins at their home. If an employee is going to work at the District office for a day, then their new worksite is the District office, their workday begins at the office.

Employee and the District additionally acknowledge and agree to the following:

- a) Employee will be accessible by email, telephone and video conference during designated work hours;
- b) Employee will attend in-person meetings, and/or meet in person with their supervisor, manager, assistant director, director, or human resources upon request; At the employee's request, the Supervisor will be available upon request to meet with the employee onsite.
- c) If no District vehicles are available or assigned to the Employee, reimbursement will be provided for travel which is a requirement of the Employee's job duties; however no reimbursement will be provided for travel which is not a District requirement or which is made at Employee's desire or preference;
- d) All duties, obligations, responsibilities, and conditions of employment with the District remain unchanged and all District rules, policies, and regulations pertaining to employment, Employee conduct, and performance of duties and health and safety apply to this Agreement;
- e) Employee will establish an appropriate safe work environment at the offsite location for work purposes;
- f) Employee will not change the location of the offsite workspace without the prior and express written consent of the supervisor, assistant director or director.
- g) Unless otherwise instructed or agreed to, Employee agrees to perform official duties only at the off-site location approved herein, or those locations authorized as a result of official business travel;
- h) Employee will not conduct personal business while in official duty status at the off-site location.

Temporary changes to remote work locations shall be allowed under this agreement. Temporary shall be defined as any change to remote work locations that is an exception to a standard work location or existing agreement/schedule.

- 1) A temporary remote work location change initiated by the Employee shall be submitted by email with dates and times of the temporary application to their appropriate supervisor at least 24 hours prior to proposed

times and dates. The Supervisor shall make a determination and inform the Employee at least 1:00 pm the work day in advance of the remote work change date.

- a. A temporary remote work location to out of state or not within a reasonable commuting distance shall be for periods of no more than three weeks in a six-month period.
- 2) A temporary remote work location change initiated by the Employer for maintaining appropriate staffing level due to illness, vacation, or emergency shall provide notification of temporary change at least 24 hours in advance of any such change. Employer shall provide the employee via email the reason for the temporary change and the duration of such change when notifying the Employee.
- 3) Either the employee or the employer may request a change to the temporary remote work location less than 24 hours in advance following the same guidelines and procedures above, however agreeing to such a request is completely voluntary. Neither party is obligated to agree to changes requested less than 24 hours in advance.

#### **ADDITIONAL PROVISIONS:**

Liability and Benefits: The District shall provide Worker compensation coverage and liability insurance protection to the Employee performing work under this Agreement. The District assumes no liability or responsibility for any activity, incident, event, damage, or injury, which is not associated with or does not result from the performance of officially assigned job duties and/or for which the District has no ability to control. The District assumes no responsibility at any time for damages or losses of any kind to personally owned property or the property of parties outside this Agreement. Employee agrees to keep the designated offsite worksite area and all other areas of the offsite location with which the Employee comes into contact during official duty hours free from all hazards. Employee agrees to exercise reasonable due care and prudence in carrying out official duties in these areas. Workers' compensation liability will be limited to work related injuries within the workspace of the offsite location, as opposed to all areas of the home or offsite location.

Safety and Health: The Employee represents that the remote work site has adequate light, heat, ventilation, electrical service, and other conditions that make a generally recognized safe and healthy work environment. The employee shall maintain the telecommuting work site in a safe and healthy condition, including proper ergonomics. The employee acknowledges reading and complying with the ergonomics section and appendices of the Safety Manual.

Employer reserves the right to conduct one or more periodic safety check inspections of the remote workplace to ensure compliance with safety requirements.

The Employee working remotely is responsible for the observance of any ordinances or regulations regarding the performance of work at the specified offsite location or residence. Employees should address specific questions about safety to Human Resources/Risk Manager.

Hours of Work: If the Employee is non-exempt (overtime eligible), the Employee shall accurately record all hours worked using the District's time-keeping system and observe meal and break period requirements per District policy. Hours worked in excess of those scheduled per day and per work week require the advance approval of the Employee's supervisor. Failure to comply with this requirement may result in the immediate termination of the telecommuting agreement.

Tax Liabilities and Implications: Any tax liabilities or implications related to remote working and the use of alternate work locations are the sole responsibility of the Employee. Employees are encouraged to seek professional advice in this regard.

**Local Zoning Ordinances:** The employee is responsible for the observance of any municipal zoning ordinances or regulations regarding the performance of work at the specified offsite work location or residence.

**Expenses:** The District will not be responsible for any operating costs that are associated with the employee using a home or off-site location as an alternative worksite, for example, home maintenance, insurance, utilities, renovation of workspace, etc.

**Records:** Employee shall ensure the protection of the District and client information accessible from their off-site work location. All work performed at the off-site location is considered to be the District's official business, and all work products such as files, tables, reports, databases, programs, etc., which are created by the telecommuting employee are the property of Snohomish Health District, and must be protected from theft and unauthorized access. The District reserves the right to recover any of its property from the off-site location. Employee shall not save or store District information or materials on personal devices. Employee acknowledges that if this occurs, the District reserved the right to recover its information or materials from any personally-owned technology devices. . Employee agrees not to remove any such District property, files, records, etc., from personally owned technology devices, or the off-site work location, unless and until Snohomish Health District has released the employee to do so. Employee agrees to make such property, files, records, etc. available to the District upon request.

**Ethical and Work-Life Issues:** Remote workers represent Snohomish Health District during the conduct of their remote working. While participating in video conferencing employee must limit interruptions or loud noises, have a professional appearance, and have a professional background – an actual wall or virtual background. Therefore, behavior during remote working must reflect honorably upon the District. No activities may be undertaken during remote working that would reflect negatively on the District clients, affiliates, or business associates, or that would create a violation of the District policies and procedures. Professionalism in terms of job responsibilities, work output, work quality and quantity, and relationships with supervisors, peers and/or clients is unchanged while working remotely.

**Reporting:** The Employee's supervisor (or other supervisory authority) shall establish an appropriate method for reporting on performance and task assignments. For example, daily check outs where employee sends an end of day email reporting work completed.

**In Office Presence of Employee:** Certain meetings are mandatory and require the employee's personal attendance. The District will make diligent efforts to provide reasonable notice of such upcoming meetings. It shall be the responsibility of the remote work employee to attend any such meeting at the District office.

**To be completed by Employee:**

**Proposed Telecommuting Days requested:**

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**Proposed working hours for days requested:** Employee will be available via email, phone or video conference.

**Tasks to be completed while employee is telecommuting:**

**How will performance be assessed while employee is telecommuting:**

**What is the impact, if any, to the telecommuting employees work group:**

Employee Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**To be completed by authorizing Supervisor or Assistant Director or Director:**

☐ Approved, Supervisor will list any other expectations while employee is telecommuting

☐ Not Approved, include rationale for not approving

**SUPERVISOR:**

Signature

Print Name

Date

**ASSISTANT DIRECTOR or DIRECTOR:**

Signature

Print Name

Date

*Return completed form to Human Resources to be placed in personnel file.*