



Telework Participant Agreement

The following constitutes a Telework agreement between the Employee named below and Washington State Department of Transportation (WSDOT). This agreement details the terms and conditions of the Telework Program. This agreement will end no later than one year from effective date and must be renewed thereafter. This agreement can be canceled at any time at the discretion of the Manager or Supervisor.

Choose one of the following:

New Agreement	Change to Existing Agreement	Renewal of existing agreement
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Note: If new agreement is checked please submit Telework Application and Safety Assessment with new participant agreement to Telework Coordinator at Teleworksupport@wsdot.wa.gov. If you are changing or renewing an existing agreement the Manager and Employee must review and modify the agreement as necessary and submit renewal to Teleworksupport@wsdot.wa.gov.

Employee Name		Employee ID
Effective start date of Telework		
Alternate Telework Work Station		
Location Name		Location Phone
Location Address		
Telework Frequency		
Choose from the following:		
Once a month	One day per week	One day every two weeks
Three days per week	Four days per week	Two days per week
Inclement Weather	COOP	Five days per week
Additional Information		

Terms and Conditions

Scope of Agreement

The employee agrees to perform his/her job duties at a home-based or alternative workstation. The employee agrees to submit to his/her supervisor as required or requested, a telework report outlining planned tasks for the telework day and at the end of the telework day a report summarizing completed tasks, unplanned tasks that came up, and tasks not completed.

The employee is expected to communicate effectively (email, video, Lync, phone) on telework days with coworkers, customers and supervisor/manager; have productivity remain consistent or improve while teleworking (based on feedback from the teleworker, supervisors, coworkers and customers); Outlook calendars that reflect telework days and phone number tracking tasks encouraged; and outgoing voice mail messages that state contact information for telework days or phones forwarded to a local number. In addition, telework days and commute mode will be tracked at Rideshareonline.com.

Term of Agreement

This Agreement shall become effective as of the date written above, and shall remain in effect until terminated by either party in writing. This Agreement must be reviewed annually. Any changes or amendments to this agreement, other than termination of the agreement, must be in writing and signed by both parties prior to implementation.

Termination of Agreement

Participation, as a telework employee, is entirely voluntary. Teleworking is available only to employees in suitable telework positions. Teleworking is not an employee benefit intended to be available to the entire organization. As such, no employee is entitled to, or guaranteed the opportunity to, telework. The employee may terminate the Employee's involvement in the program at any time. The Employer may terminate the agreement based on a business need or a performance issue. Completion of Telework Denial/Cancellation form is required prior to the effective date of termination. The employer will not be held responsible for costs, damages or losses resulting from cessation of participation in the teleworking program. This Agreement is not a contract of employment and may not be construed as such.

Work Schedule

The current work schedule (days worked each week) must be followed. Work schedules and changes to the schedules must follow the conditions outlined in the collective bargaining agreement, position description, or other documents filed with the employer.

Work hours and Overtime

The number of hours worked per day is not expected to change for the Employee. The Employer may require that the Employee work certain "core hours" and be accessible by telephone during those hours. The actual start work time and stop work time is subject to negotiation with the Employer and the agreed upon schedule is documented in the "Telework Schedule" section of this agreement. In the event that overtime is anticipated, this must be discussed and approved in advance with the Employer, just as any overtime scheduling would normally have to be approved. The employee will follow the Agency's time tracking policies and procedures.

Availability

The employee will be available at the alternate workstation during the scheduled work hours documented above. This includes being available for supervision as well as available to coworkers. The employee will provide contact information to managers, coworkers, and other stakeholders as appropriate. If required by supervisor, the employee agrees to periodically check in with the manager each telework day. Qwest Worldcard will be used to place all work related long distance calls when a landline telephone is available. A Qwest Worldcard will need to be requested through the IT Telecommunications. Agency cell phones can also be used if the employee has been issued one. The employee must report to the telework work station at the start time. If the employee is not able to report on time, WSDOT leave policies must be followed. The employee understands the employer can call the employee into the official workstation at any time, for any reason.

Equipment

Employee may use personal equipment for teleworking purposes. In such cases, employee will be responsible for the maintenance and insurance required for the equipment. If technical assistance is needed, the employee will contact his/her IT staff to help resolve the problem. If the problem cannot be resolved within a reasonable timeframe and the tasks identified for that day are computer dependent, the employee will travel to the official workstation for the remainder of the work day and will continue to travel to the official workstation until the problem can be resolved. Equipment issues will be communicated with the supervisor before making the commute trip. Equipment the Employer may provide includes computer, modem, software, monitors, and other equipment needed for teleworking. All Employer-provided items remain the property of WSDOT and must be returned to WSDOT upon request. The computer, software, and any other equipment or supplies provided by WSDOT are provided for use on work assignments only. Other household members or anyone else must not use the equipment and supplies. WSDOT-owned software may not be duplicated except as formally authorized. WSDOT will be responsible for insurance and maintenance of all WSDOT-provided materials.

Workspace

Employer must approve the site chosen as employee's remote workstation. If approved for home-based telework, the Employee agrees to designate an official workspace within the employee's home for placement and installation of equipment to be used while teleworking. Employee agrees to maintain this workspace in a safe condition, free from hazards and other dangers to employee and equipment. Employee agrees to sign a Safety Checklist verifying the workspace is free from hazards.

Secure/Confidential Materials

The employee must receive prior employer approval to (1) remove secure/confidential materials from the official workstation, or (2) access secure/confidential information through computers. The employee will take all reasonable cautions to secure confidential materials at all times such materials are in her/his possession or control. Employee agrees to abide by all data security procedures, as described in WSDOT Administrative Policies and the IT Security Manual.

Office Supplies

Office supplies will be provided by employer as needed. Employee’s out-of-pocket expenses for other supplies will not be reimbursed unless by prior approval of employee’s manager.

Worker’s Compensation

Employer will be responsible for any work-related injuries under our state’s Workers Compensation laws, but this liability is limited to injuries resulting directly from work and only if the injury occurs in the designated work area. Any claims will be handled according to the normal procedure for Worker’s Compensation claims.

Liability for Injuries

If approved for home-based telework, the employee understands that the employee remains liable for injuries to third persons and/or members of employee’s family on employee’s premises. Employee agrees to defend, indemnify and hold harmless employer, its affiliates, employees, contractors and agents, from and against any and all claims, demands or liability (including any related losses, costs, expenses, and attorney fees) resulting from, or arising in connection with, any injury to persons (including death) or damage to property caused, directly or indirectly, by the services provided herein by employee or by employee’s willful misconduct, negligent acts or omissions in the performance of the employee’s duties and obligations under this Agreement, except where such claims, demands, or liability arise solely from the gross negligence or willful misconduct of the employer.

Meeting with Public or Clients

If approved for home-based telework, the Employee must not use his/her home to meet with the public, including clients, in an official capacity. The employee agrees to abide to all rules and procedures regarding meeting and visitors at the alternate workstation.

Dependent Care

Teleworking is not a substitute for dependent care. Telework employees will not be available during work hours to provide dependent care.

Income Tax

It will be employee’s responsibility to determine any income tax implications of maintaining a home office area or any other aspect of telework. Employer will not provide tax guidance nor will employer assume any additional tax liabilities. Employees are encouraged to consult with a qualified tax professional to discuss income tax implications. For information about WSDOT’s Employee Telework Program, visit the intranet <http://wwwi.wsdot.wa.gov/PubTran/telework.htm> or send email to teleworksupport@wsdot.wa.gov.

Additional Information and/agreement

Signatures	
Employee remains obligated to comply with all of employer’s rules, practices, instructions and this Agreement. Employee understands that violation of any of the above may result in preclusion from teleworking.	
I have read and understand this agreement and accept its conditions.	
Employee’s Signature	Date
Supervisor’s Signature	Date
Approving Authority’s Signature	Date