



**Washington  
Military  
Department**

# Telework Participant Agreement

Telework Form # 2024-15 (Revised 7/14/2021)

This form is used to document the mobile work / telework agreement between the Washington Military Department (WMD) and the employee. Completing this form with the required signatures is authorization from the WMD to start the mobile work arrangement. NOTE: Please provide complete application and signed agreement to the State Human Resources Office (HRO) CTR Coordinator. Keep copy in Supervisory File.

**Type of Request**

1. **Movement from Situational Telework for COVID-19 to standard policy/operations.**
2. New Agreement (Required to be submitted with Telework Application)
3. Annual Update required under policy
4. Change to conditions (Telework frequency, number hours per week, work location, or additional agreements). Note if this is due to a promotion, transfer, or demotion into a different position, a new telework application packet is required).

**Agreement between the WMD and ("Employee Legal Name")**

Division

Unit

**Alternate Mobile Workstation Information**

Location Name

Location Phone Number (include Area Code)

Location Physical Address

**Alternate Mobile/Telework Information (if mobile working from more than one alternate workstation)**

Location Name:

Location Phone Number (include Area Code)

Location Physical Address:

**Mobile/Telework work Schedule- Agreed between Employee and Supervisor**

Mobile Telework Frequency	What is anticipated average amount of time over a three-month period of time. <i>(This is needed for HRMS entry)</i>	Normal Schedule and Hours		Telework/ Mobile Workdays Monday Tuesday Wednesday Thursday Friday
		Type of Schedule	Lunch Break	
Full Time	Less than one day/adhoc (EP0)	5/8		
Part Time	One day per week (EP5)	4/10		
Situational	Two days per week (EP6)	Other:		
Ad Hoc	Three days per week (EP7)			
	Four days per week (EP8)			
	Full time/near full time remote (EP9)			

**Terms and Conditions**

The parties agree to the terms and conditions listed at the end of this form.

**Additional Agreements include (Optional):**

Employee agrees to provide a Mobile/Telework Report directly to their Supervisor at the following interval and method:

- Daily by Email
- Daily via Electronic Spreadsheet
- Weekly by Email /One Drive Shared File
- Weekly by Electronic Spreadsheet
- Other

Reports shall be retained during an entire evaluation period ensuring a full year of reports are available at all times.

## Inventory

### Inventory of Equipment Issued to Employee:

Item	Serial Number or description
Lap Top Computer (Asset TAG on bottom) or Desktop	
Monitors(s) (Serial # / Service TAG) - <b>Normally back of monitor</b> <b>where you plug if one has been issued-not found on all monitors.</b>	
Docking Station    Cords    Keyboard    Mouse	There are no asset/service #s for these items
Other Items (Chair, Sit-stand, headphones, etc.)	

**Note:** *Departmental policy requires Department-owned resources including equipment, supplies, e-mail, internet access, furniture, etc., be used for work related activities only. Department is not responsible for personally owned equipment etc.*

## Signatures

*Employee remains obligated to comply with all of WMD's rules, practices, instructions, and this agreement. Employee understands that violation of any of the above or the Terms and Conditions of this agreement may result in preclusion from telework - mobile work as well as disciplinary action up to and including dismissal.*

*I have read and understand this agreement and accept its conditions as listed on this form and the Terms and Conditions listed on the next three pages of this document). I have also read and understand my requirements under the Telework – Mobile Work Environment Policy (#HR-225-02). **Digital Signatures are acceptable when routed through the authorized signer's email. Please do not lock signature when you sign as HR has portions of the form that must be completed once the form is submitted to the HR/Payroll office.***

Employee's Signature

Date

Supervisor's Signature

Date

Division Director's Signature or Designee

Date

Human Resource Director or Designee

Date

Appointing Authority's Signature (Situational Telework Approval Only)

Date

**The effective date of this agreement is the date of the last required signature unless otherwise specified here:**

## Comments

*List any job duties to be performed while telework/mobile status (optional)*

**For HR:**

Received:

Keyed into HRMS:

Keyed into Telework Log:

## TERMS AND CONDITIONS

The parties agree as follows:

**Scope of Agreement.** The employee agrees to perform their job duties at a designated home-based or alternate workstation as evidenced by the physical address above.

**Fit for Duty.** It is the responsibility of the employee to report to work in a condition fit to perform their assigned duties unimpaired. Employees who telework from an alternate designated workspace may not consume alcohol, marijuana, or other illegal drugs while on duty.

**Terms of Agreement** . This Agreement shall become effective as stated in the signature block on this form and shall remain in full force and effect until terminated by either party in writing (Mobile work Application Withdrawal Form.) This Agreement must be *renewed annually* . All changes or amendments to this agreement must be in writing and signed by both parties prior to implementation.

**Termination of Agreement** . The WMD will not be held responsible for costs, damages or losses resulting from cessation of participation in the mobile work program. This Agreement is not a contract of employment and may not be construed as such.

**Availability.** The employee will be available at the alternate workstation during the scheduled work hours documented above or as otherwise agreed and documented in this agreement. The employee will provide contact information to managers, coworkers, and other stakeholders as appropriate. The employee agrees to check with the manager each mobile workday or as deemed appropriate based the work being done. The employee must report to the mobile work workstation at the start time. If the employee is not able to report on time, WMD leave policies must be followed.

**Communication.** The employee is expected to communicate effectively (email, telephone, TEAMS) on mobile workdays with coworkers, customers and supervisor/manager as required. The employee will adhere to current WMD policy for use of internet responding to e-mail, voicemail and other messages. The employee is responsible to keep their work designated telephone lines updated with current information indicating the telephone number and times in which they can be reached while engaged in mobile work activities. The employee agrees to use the State Controlled Area Network (SCAN) system or other agency provided telecommunication services to place any long-distance phone calls required to carry out WMD business. Long distance business calls made on personal telephone lines and not with an issued SCAN card will not be reimbursed unless approved in advance by the employee's supervisor. WMD cell phones can also be used if the employee has been issued one. WMD cell phones will not be issued solely because of mobile work.

**Performance Standards.** Productivity should remain consistent or improved while mobile working (based on feedback from the mobile worker and supervisors). Performance evaluation requirements, elements, and standards for mobile work employees are the same as non-mobile work employees. Professionalism in terms of job responsibilities, work output and customer orientation will continue to follow the high standards required of all WMD personnel. Mobile work granted as a part of a temporary disability/illness shall be approved through the formal Reasonable Accommodation process in the State HRO.

**Policies.** Employee will follow all agency policies, procedures, and work expectations. They are aware of public records protocols for the State of Washington and will follow them.

**Work Schedule.** The current work schedule (days worked each week) must be followed unless arrangements have been made specifically between the employee and their supervisor for extenuating circumstances. 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 WMD.

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

A mobile work employee, like a non-mobile work employee, shall remain flexible to accommodate highly concentrated periods of work. The mobile work employee is expected to return to work at the primary worksite when requested. If an employee approved for mobile work is requested to return to the primary worksite, commuting time from the mobile work site to the primary worksite

is not considered time worked and mileage is not reimbursable.

The employee will continue to be responsible for management of vacation, sick leave, holiday and overtime by submission of punctual time sheets, travel vouchers, and other required paperwork, etc., through appropriate channels.

All Washington Administrative Codes (WACs) regarding leave, hours of work, overtime, and scheduling work; Fair Labor Standards Act (FLSA) on overtime; Office of Financial Management (OFM) rules, and WMD policies and procedures on travel, vehicle use, leave, etc., apply to all employees who mobile work and use alternate work sites.

For employees in the "overtime eligible" and "overtime exempt" work period designations, supervisors and employees must ensure compliance with FLSA and WAC rules on overtime or signed collective bargaining agreements with WMD.

**Equipment.** Utilization of employer provided equipment is preferred. The employee may use personal equipment for mobile working purposes in line with Agency policy. If technical assistance is needed on state owned equipment, the employee will submit work tickets to the Service Desk. If the problem cannot be resolved remotely within a reasonable timeframe the employee will travel to the official workstation for the remainder of the workday if the issue is impacting productivity/ability to complete assigned tasks and will continue to work at the official workstation until the problem can be resolved. It is the employee's responsibility to bring agency equipment in for repair or maintenance upon request from IT staff. Equipment the WMD will provide includes computer, docking station, software, monitors and other tech equipment needed for mobile working. The employee is responsible for personal office equipment such as desks, and file cabinets as well as any additional expenses caused by the mobile work arrangement. The ability to provide additional equipment other than that what is currently issued is dependent upon budget and is at the discretion of the Division Director. All WMD-provided items shall be inventoried and documented as a part of this agreement. The computer, software and any other equipment or supplies provided by WMD are provided for use on work assignments only. Other household members or anyone else must not use the equipment and supplies. Employees are prohibited from saving any work-related files to internal hard drives or other storage devices. All telework/mobile work shall be accomplished through the use of the cloud, VPN, One Drive or SharePoint. It is the responsibility of the employee to ensure that computer software and equipment are updated with the necessary computer patches and required software updates.

**Workspace.** The employee's workspace while mobile working is considered an extension of the primary worksite. The WMD must approve the designated site chosen as the employee's remote workstation. The employee is responsible for maintaining a designated workspace in a safe, healthy, professional and secure manner. The additional expenses may include, but are not limited to, auto/homeowner's insurance, internet service provider, cellular service including overage costs associated with data or minute usage, incidental residential utility costs and individual tax implications.

The WMD assumes no liability for loss, damage, or wear of any employee-owned equipment or facilities used while mobile working. In the event legal action is required to regain possession of state-owned equipment, software, or supplies, the employee agrees to pay all costs incurred by the WMD, including attorney's fees, should WMD prevail. Employee agrees to sign a Safety Checklist verifying the workspace is free from hazards.

**Secure/Confidential Materials.** The employee must receive prior WMD approval to (1) remove secure/confidential materials from the official workstation, or (2) access secure/confidential information through personally owned computers to ensure appropriate security measures.

**Office Supplies .** Office supplies will be provided by WMD as needed. Employee's out-of-pocket expenses for other supplies will not be reimbursed unless given prior approval by the employee's manager.

**Worker's Compensation.** The WMD 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 mobile work, the employee understands they are liable for injuries to third persons and/or members of their family on employee's premises.

**Meeting with Public or Clients.** If approved for home-based mobile work, the employee must not use his/her home to meet with the public, including clients, in an official capacity. All meetings with the general public or stakeholders are to take place at the WMD offices. The employee agrees to abide by all rules and procedures regarding meetings and visitors at the alternate workstation. This is intended to ensure the safety of our staff.

**Dependent Care.** Mobile work is generally not a substitute for dependent care. When performing telework it is your responsibility to complete time sheets and telework reports accurately reporting any breaks in work or extended time away from work due to the nature of situation.

**Income Tax.** It will be the employee's responsibility to determine any income tax implications of maintaining a home office area or any other aspect of mobile work. The WMD will not provide tax guidance nor will WMD assume any additional tax liabilities. Employees are encouraged to consult with a qualified tax professional to discuss income tax implications.

**Travel.** When mobile working, the alternate work site is the official station for travel expense voucher purposes except that the travel to and from the employee's normal worksite is not a reimbursable expense.

**Training.** Employee and Supervisor must complete mandatory Telework Training and be up to date on IT Security Training.

cc: Supervisory File  
Employee Telework File  
Employee

