



Temporary Telecommuting Agreement Novel Coronavirus (COVID-19) Response

On February 29, 2020, Washington State Governor Jay Inslee declared a state of emergency due to the public health emergency posed by the spread of the coronavirus (COVID – 19). On March 12, 2020, Yakima County and the City of Yakima declared a state of emergency posed by COVID-19. In response to the COVID-19 pandemic and based on Yakima County Health District's recommendations, the City of Yakima is authorizing temporary telecommuting assignments to designated positions only during this state of emergency.

1. Eligible positions will be determined by the Departmental Director and be based on functional role and business needs.
2. Telecommuting is a voluntary alternative work arrangement in which part of, or all the weekly scheduled work is performed at an alternate work location. Telecommuting is neither a benefit nor an entitlement and in no way changes the terms and conditions of employment. Telecommuting is only viable in cases where the Employee and the Supervisor mutually agree that the job characteristics are well suited to an alternative work location. Telecommuting may be appropriate for some employees, supervisors and duties, but not necessarily viable for everyone. Telecommuting may be fixed and ongoing, such as working a set number of hours from an alternate location each week, or it may be limited in duration, such as working from home for a few days or intermittently.

Evaluation of Telecommuter performance requires frequent interaction or communication since neither the Telecommuter nor the Supervisor may rely on seeing each other in the regular workplace. Daily contact should occur to verify that the Telecommuter is actively working as well as to resolve any problems that may arise.

3. This is authorized because of emergency circumstances. You may not be able to perform all of your essential job functions while working remotely.
4. Telecommuting must be approved prior to implementation and should specify the days/times telecommuting will occur.
5. Telecommuting agreements must be approved by the Department Director and signed by the Employee prior to implementing. The signed agreement must be forwarded to Human Resources upon execution.
6. Only Permanent full-time or part-time employees are eligible to Telecommute.
7. Telecommuters must be available by phone or other electronic communication during the agreed upon telecommuting hours of work.
8. Telecommuting agreements may be authorized, modified, revoked or discontinued at any time at the sole discretion of the City.
9. Equipment and Alternate Work Environment. Equipment needs will be evaluated under standard

policies and procedures, regardless of location. In the event that standard policies and procedures do not address every need, the Supervisor and Telecommuter will explore potential options and solutions. There may be times where the needed equipment presents an unbudgeted or duplicative cost, or requires support that the City cannot provide.

10. The Telecommuter will establish an appropriate work environment for work purposes. The City will not be responsible for costs associated with setup of the Telecommuter's work environment, such as remodeling, furniture or lighting, nor for repairs or modifications to the environment.
11. The Supervisor may inspect, with advance notice, the Telecommuter's alternate workplace for safe conditions or to repair, maintain or inspect any City equipment issued to that location.
12. The Telecommuter represents that the alternate workplace is a safe and healthful work environment including proper ergonomics. The Telecommuter shall act in a responsible manner to avoid injury. The Telecommuter understands that failure to take proper health and safety precautions in the alternate workplace may result in discontinuation of the Telecommuting Agreement.
13. Injuries sustained by the Employee while at their alternate work location, and in conjunction with his or her regular work duties, are normally covered by workers' compensation. Telecommuting employees are responsible for notifying their supervisor and Human Resources of such injuries in the same manner as if the injury occurred at a work location on the City's premises. The City is not liable for any injuries sustained by family members or other visitors to a Telecommuter's alternate work location.
14. Consistent with the City's expectations of information security and compliance with public record laws, the Telecommuter will ensure the security and protection of information accessible from their alternate work location. The Telecommuter will check with their supervisor when security matters are at issue. No confidential information (including administrator passwords) will be downloaded to any data storage device (including but not limited to hard drive, CD, DVD, or USB stick). Any information that is considered confidential or protected will not be removed from the regular office without the Department Director's specific express approval in writing.
15. The City will provide appropriate office supplies and reimbursement for business related expenses that are pre-approved in accordance with job responsibilities and in compliance with the City's business expense policy on the same basis as when working at the regular work location.
16. Telecommuters who are hourly employees (non-exempt from the overtime requirements of the Fair Labor Standards Act) will record all hours worked by entering leave requests utilizing the pay code 'AltWksite' and submit in the same manner as if they were working on City premises. Accrual of overtime or compensatory time will be administered under the same provisions as if the work were performed at the regular work location.
17. Telecommuters who are salaried (exempt from the Fair Labor Standards Act) do not punch in/out at their regular place of work. However, when telecommuting, they will keep a record of actual time worked at the alternate work location by entering leave requests utilizing the pay code 'AltWksite' and submit in the same manner as if they were working on City premises. This will be for the purposes of demonstrating accountability to their agreed upon work schedule.
18. Leave used on a planned telecommute day will be administered under the same provisions as leave used from the regular work location.
19. Telecommuting is not designed to be a replacement for appropriate childcare. Although a Telecommuter's schedule may be modified to accommodate child care needs, the focus of the

arrangement must remain on job performance and meeting business demands.

20. The Telecommuter and the Supervisor mutually agree to adhere to and evaluate a daily work plan. The Supervisor will review the proposed work plan and approve, adjust or decline the proposal based on reasonable priorities.
21. The Telecommuter will provide a status report of completed work to their supervisor as requested. Work progress status reports will occur at least once per day. This report may be as complex or simple as the Telecommuter and Supervisor think is necessary to remain accountable for work being accomplished. Status reports may be done through email or by phone. The Supervisor shall verify the quality and quantity of work done in accordance with the established work plan.
22. In the event the Telecommuter does not provide the required status reports, and/or the Supervisor cannot verify the quality and quantity of work done, the telecommuting agreement may be discontinued

Temporary Telecommuting Agreement

Name of Employee:		Name of Supervisor:	
Title:		Title:	
Department:		Division:	
Alternate workplace address:			
This Agreement applies to:		<input type="checkbox"/> COVID-19 response	
System Access Granted:			

General summary of duties that will be performed while telecommuting:

Telecommuting Schedule: Enter days and times employee will telecommute, add the scheduled hours for each day. If the telecommuting schedule will vary, based on changing workload or business needs, note the anticipated days and schedule you will be telecommuting and indicate "variable".	
Day	Telecommuting Schedule
Monday	
Tuesday	
Wednesday	
Thursday	
Friday	

Signature below signifies agreement with the provisions of this document.

Employee	Date	Supervisor/Manager	Date
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Department Director	Date
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Please return completed form to Human Resources Department.