

# OLYMPIC ESD 114 ADMINISTRATIVE PROCEDURE

## TELECOMMUTING

5225P

Employees for whose positions have been deemed appropriate for telecommuting must comply with Olympic ESD 114 (OESD) Telecommuting Policy 5225 and the following related procedures.

Telecommuting may only be appropriate for certain job functions or employees. When determining eligibility for telecommuting, administrators will consider the nature of the employee's work, program deliverables, employee's work history, performance, and attendance; the suitability of alternative worksites, and the potential impact on OESD and our customers. Telecommuting arrangements will only be considered when the employee's supervisor is confident that the employee's performance can be maintained while telecommuting, and the position requirements are such that best service to OESD clients can be provided in a telecommuting environment. For new or current employees transferring into a new position at OESD, in-person onsite working arrangements for training, monitoring, and onboarding is required for 90-days unless approved by the Superintendent before telecommuting arrangements can be established.

Employees who telecommute must work at an OESD site 40% (2 days) of the week. Department Leaders will work with employees to schedule their telecommuting days, allowing for flexibility to meet stakeholder needs, off-site professional development, and project-work best suited to be completed away from the building. In addition, there will be organization-wide events at which some telecommuting employees may be required to participate in-person. And there may be other occasions when a telecommuting employee may be asked to return to their designated work location for other reasons for various lengths of time.

Telecommuting cannot be used as a substitute for dependent or child care. Employees who telecommute are expected to make dependent and child care arrangements during regularly scheduled telecommuting hours. Employee understands and agrees that evidence of dependent and childcare services during telecommuting hours shall be provided to the supervisor, if requested.

Telecommuting should not impede on-site communications necessary to promote positive teamwork and relationships within the program/department and OESD.

### **Telecommuting Approval Process**

An Employee Telecommuting Agreement form (located on page 4 of this Procedure) must be signed by the employee and immediate supervisor.

### **Telecommuter Hours Worked, Travel Time and Leave**

- a) A telecommuter whose position status is non-exempt according to the Fair Labor Standards Act (FLSA) shall not work more than the number of hours set on the established work schedule unless written authorization is obtained in advance by the supervisor.
- b) In order to utilize sick leave on a telecommuting workday, the telecommuter must notify the supervisor as soon as possible and enter the leave in the OESD leave reporting system.

- c) Telecommuters will accrue and report vacation and sick leave benefits at the same rate as an employee who is not working a telecommuting arrangement. The telecommuting employee's salary, retirement and benefits also remain unchanged.
- d) If employees are requested to report to their designated work location on a telecommuting workday, travel time between the telecommuting site and the employee's designated work location is treated as regular commuting time and is not counted as hours worked nor compensated as such.

**Telecommuting agreements will not be executed when any one of the following is true:**

- a) The telecommuting schedule conflicts with the program/department's scheduled face-to-face meetings for proactive team development and maintenance.
- b) The nature of the job requires the employee's physical presence (e.g. receptionist, custodian, teacher) or an employee's position description's essential job functions clearly are not possible in a telecommuting arrangement.
- c) The employee's performance evaluations are contrary to sustained high performance expected in an unsupervised environment and/or the employee's observed performance/productivity levels are problematic.
- d) The employee requires close supervision, or frequent direction or guidance as documented, which cannot reasonably be rendered through telecommunicating.
- e) The employee has received disciplinary action or has a demonstrated attendance problem.
- f) The employee does not have stable, broadband internet connection.

**Telecommuting Workspace**

The employee is responsible for and agrees to ensure that the telecommuting site, including the workstation, bathroom, and all areas utilized by the employee under the telecommuting arrangement is a suitable, safe and ergonomically correct working environment. The employee is responsible for ensuring that the height and distance between laptop surface and seat ensures that their elbows are bent at 90 degrees when typing. Employee agrees to immediately report to the supervisor any problems or concerns regarding safety or ergonomic issues. If the supervisor or Safety & Health Specialist determines it is appropriate to verify the workspace is adequate, they may make visits to the telecommuting site during mutually agreed upon times. The employee is responsible for notifying the supervisor immediately regarding any safety/ergonomic concerns at the telecommuting site and for following procedures for reporting work-related injuries occurring at the telecommuting site. Health or safety hazards at the telecommuting site may result in immediate suspension of the telecommuting arrangement.

**Equipment, Supplies and Services:**

The employee and supervisor will determine the equipment and supplies that are needed at the telecommuting site as well as who provides equipment and supplies. Equipment may include a personal computer, printer, fax, etc. The agency will maintain an inventory of agency-owned equipment, software and supplies located at the employee's telecommuting site. If OESD-owned equipment at the employee's telecommuting site needs to be repaired, the employee may be asked to bring the equipment in to the OESD building for repair. If equipment or material is not operational and is necessary to perform essential job functions, employee may be required to work from the designated work location until equipment/material is available to return to the telecommuting site. The employee assumes the responsibility for loss, damage, or wear of OESD-provided equipment and supplies

while telecommuting. Equipment and supplies furnished to the employee remain the property of OESD and are to be used only by authorized persons for official business. The availability and costs of internet services are the employee's responsibility. Employee agrees that all expenses incurred by the employee related to telecommuting that are not specified in this procedure are the responsibility of the employee.

### **Insurance**

Telecommuters will be covered by workers' compensation for all job-related injuries occurring at the telecommuting site during the defined work period. Workers' compensation will not apply to non-job-related injuries that occur in the employee's premises. The employee also remains responsible for injuries to third parties and/or members of the employee's family that occur on the employee's premises.

### **Annual Review**

All telecommuting agreements shall be reviewed each year during the annual employee evaluation process, at which time the decision will be made if it is mutually beneficial to extend the agreement for the next fiscal year.

Adopted: May 20, 2021  
Revised: June 16, 2022



# EMPLOYEE TELECOMMUTING AGREEMENT

**Employee Name:**

**Supervisor Name:**

**Job Title:**

**Telecommuting Term:** to (dd/mm/yyyy) (not to exceed one year)

**Confidentiality:**

- The employee **is** required to keep his work materials or work product confidential. Employee understands and agrees to maintain confidentiality requirements consistent with confidentiality maintained at the agency's work site.
- The employee is **not** required to keep his/her work materials or work product confidential.

**Performance Expectation:**

The employee understands and agrees that they shall be required to maintain performance levels while telecommuting that meet or exceed performance levels at the agency's worksite. The employee acknowledges and agrees that productivity performance shall be measured by an agreement between the employee and supervisor.

**Supervision and Communication:**

The employee understands and agrees that they shall be required to contact their supervisor at start of each shift via phone, voicemail or email message. The employee shall also be available to receive communications throughout the telecommuting shift through the following means (check all that apply):

- Telephone
- Voicemail
- Email
- Other (specify)

**Telecommuting Site:**

The employee agrees to provide a worksite (Telecommuting Site) located at the address below suitable to meet his/her obligations under this Agreement.

Address:

**Change or Termination of Telecommuting Arrangement:**

1. The employee understands and agrees that they have no right or entitlement to telecommute, or to any particular telecommuting agreement. The employee may request to terminate the telecommuting agreement at any time and a decision will be made on a case-by-case basis
2. The agency may seek to change the telecommuting arrangement set forth under this Agreement at any time. If the agency and employee are unable to agree on new telecommuting terms, the telecommuting arrangement shall be terminated and the employee shall continue their assigned duties at the agency's work site.

**Miscellaneous:**

1. Survival. The agency's right to recover or defend in any action based on a breach by the employee of any representations, covenants, and other obligations under this Agreement shall survive the termination of the telecommuting arrangement.

2. Attorney's fees. In the event of a dispute arising out of either party's breach of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees for the costs of mediation, arbitration, or litigation, including the costs of appeal.

**Acknowledgment:**

The agency and employee agree to the telecommuting agreement, terms and conditions as set forth above in the OESD Telecommuting Procedure and in this Agreement.

Employee Signature

Date

APPROVED BY:

Supervisor