

GREG BROCKMEYER Director of Administration Revised 7/1/22

# **COUNTY OF DANE**

DEPARTMENT OF ADMINISTRATION Room 425 City-County Building 210 Martin Luther King Jr. Blvd. Madison, WI 53703-3342 Phone: (608) 266-4941 Fax: (608) 266-4425 TTY WI Relay 711

## **Telecommuting Agreement**

Employee's Legal Name: \_

Check here if LTE:

Telecommuting is a mutually agreed upon alternative working arrangement which can be terminated at any time. Individual employees will be required to sign this telecommuting agreement and to comply with the specific provisions contained within this agreement and with the County's Telecommuting Policy.

- Telecommuting only involves a change in work location. It does not change the terms and conditions of employment. The employee's rights, duties, obligations, responsibilities, standards of performance and conditions of employment remain unchanged when telecommuting. By signing this Agreement, the telecommuting employee agrees to continue to comply with all applicable workplace policies and procedures, including but not limited to those contained in the telecommuting employee's Employee Benefit Handbook, the Civil Services Manual, and the Administrative Practices Manual (These documents can be found here: <u>https://admin.countyofdane.com/employee-relations/employee-resources</u>.
- 2) A Telecommuting Agreement may be terminated by an employee's department at any time for any businessrelated reason. Under the "Management Rights" clauses of the various Employee Benefit Handbooks, any decision to approve, deny, or discontinue a telecommuting agreement is not discipline and is not subject to the grievance process.
- 3) The phrase "all applicable policies and procedures" used above includes all safety policies. If the employee is injured on the job, even if the injury occurs while telecommuting, the employee must call Dane County's Worker's Compensation paperless intake system at 888-515-1563.
- 4) The employee will be using county-owned equipment and the employee will be responsible for following all County and Department Technology policies.
- 5) The employee is responsible for the safety and security of County IT equipment at the employee's out of office work space. This includes maintaining data security and confidentiality to the same degree as when working at the County worksite.
- 6) The phrase "all applicable policies" used above includes all payroll policies. While telecommuting, employees are expected to continue reporting their time consistent with their existing work rules.
- 7) The employee must be available for communication with other County staff during telecommuting work hours via phone and email. Some departments may establish additional conditions regarding communication (e.g. being logged into Skype for Business/Lync during work hours or having available hours being established on an outlook calendar). Additional conditions by the Department should be described in **Attachment C**, which is incorporated herein and shall be considered part of this Agreement.
- 8) Employee may, at the discretion of their immediate supervisor, be called to work at their centrally located worksite on their regular telecommute day during their regular work hours to meet workload requirements. Page 1 of 5

- 9) Telecommuting equipment and services expenses (such as an additional telephone line or software) must be approved in advance by your immediate supervisor. Expenses will be paid or reimbursed only for pre-approved equipment or services and only for the period of your telecommuting. It is expected that employees have a reliable internet connection in order to participate in this agreement.
- 10) While working under this telecommuting agreement, the employee agrees not to engage in any non-county related activity during the work hours specified unless such activity occurs during a break or unless the employee uses personal leave time to perform such activity. With their immediate supervisor's approval, employees may adjust their schedule or use a flexible schedule under this agreement. Overtime and undesirable hour pay must be pre-approved in advance.
- 11) The employee should complete and attach a proposed work schedule (Attachment A) and an inventory of IT equipment (Attachment B), which are incorporated herein and shall be considered part of this Agreement. The Department may attach (Attachment C) other conditions to this agreement.
- 12) Departments should send the signed version of this agreement to Employee Relations to be placed in the Employee's Personnel File. If the Department terminates this agreement, the Department should send a notice to Employee Relations. If the Department and the Employee adjust the terms of this agreement, the modified agreement should be sent to Employee Relations.
- 13) This Agreement shall supersede and replace all prior agreements and understandings, oral or written, between the manager and the employee regarding the employee's ability to telecommute.

Signing this telecommuting agreement means that the employee and their manager have reviewed this agreement. Both parties understand and agree to all statements in this agreement and its attachments. Additionally, both parties understand that this agreement may be terminated at any time.

Employee Signature

Date

Manager's Signature

Date

#### Employee Name:

### Employee ID Number:

Employee Job Title:

Phone number employee will use while telecommuting:

#### Work Hours While Telecommuting:

*Please describe a typical two-week schedule over a pay period. Please make sure to note approximate break times. Departments may require staff to post their work hours to an Outlook calendar or use other software.* 

#### Example:

Monday: 6:00 am to 8:00 am, 10:00 am to 4:30 pm. Lunch 12:00 Tuesday: 8:00 am to 4:45 pm. Lunch 12:00 Wednesday: 6:00 am to 8:00 am, 10:00 am to 4:30 pm. Lunch 12:00 Thursday: 8:00 am to 4:45 pm. Lunch 12:00 Friday: 8:00 am to 4:45 pm. Lunch

Same schedule repeats the second week of the pay period.

### Attachment B – IT Equipment Loan

This form lists equipment and supplies loaned to the employee by Dane County for use at the telecommuter's home office. To the extent that such resources are available, DIM may loan equipment for the employee's temporary use only in the telecommuting assignment. The use of these items is limited to County-authorized persons for County business. All such items remain the property of the County and will be returned when the agreement is discontinued. The employee is responsible for the safety and security of County equipment at the employee's out of office work space. This includes maintaining data security and confidentiality to the same degree as when working at the County worksite. *The telecommuting employee is responsible for ensuring they are using a secure remote connection to connect with any Dane County resources.* 

DATE	QUANTITY	ITEM (computer equipment, software, data, etc)	INVENTORY NUMBER

**Employee Signature** 

Manager's Signature

Date

# Attachment C – Other Conditions Established by the Department

[Other conditions established by the Department, if applicable, are added here]