

Lake Whatcom Water and Sewer District Temporary Telecommuting Agreement
Novel Coronavirus (COVID-19) Response

1. In response to the COVID-19 and based on federal and state recommendations, Lake Whatcom Water and Sewer District ("District") is authorizing temporary telecommuting assignments to designated positions.
2. Eligible positions will be determined by the General Manager and be based on functional role and business needs.
3. 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. In cases where an employee anticipates they might want to work from home for limited durations of time, the Employee should propose the specific reasons for intermittent telecommuting along with specific work plans for consideration.

Telecommuting may require more frequent interaction and communication between the telecommuter and their supervisor, since neither can rely on seeing each other in the workplace. Daily contact should occur to verify that the Telecommuter is actively working as well as to resolve any problems that may arise. After both parties are accustomed to the telecommuting arrangement, the Supervisor and Telecommuter may communicate at a level consistent with employees working at the office or in a manner and frequency that seems appropriate for the job and the individuals involved.

4. Telecommuting must be approved prior to utilizing it and should specify the days/times telecommuting will occur.
5. Telecommuting agreements must be approved by the General Manager and signed by the Employee prior to implementing.
6. Regular full-time or part-time employees are eligible to Telecommute. Extra-help employees may also Telecommute with General Manager approval.
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, and revoked at any time at the sole discretion of the District.
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 District cannot provide. If the District cannot provide or support the equipment, the Telecommuter may choose to use their own equipment and be responsible for the purchase, modification, repair and maintenance of the equipment and software used for telecommuting. The Telecommuter shall only use properly licensed software for District business. The Telecommuter will establish an appropriate work environment for work purposes. The District will not be responsible for costs associated with initial setup of the Telecommuter's work environment, such as remodeling, furniture or lighting, nor for repairs or modifications to the environment.

10. The Supervisor may inspect, with advance notice, the Telecommuter's alternate workplace for safe conditions or to repair, maintain or inspect any District equipment issued to that location.
11. 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.
12. District policies and procedures remain in effect while telecommuting. All Telecommuters are expected to adhere to all applicable policies while working remotely.
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 the General Manager of such injuries in the same manner as if the injury occurred at a work location on the District's premises. The District is not liable for any injuries sustained by family members or other visitors to a Telecommuter's alternate work location.
14. Consistent with the District'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 General Manager's specific express approval in writing.
15. The District will provide appropriate office supplies and reimbursement for business-related expenses that are reasonably incurred in accordance with job responsibilities and in compliance with the District'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 in the same manner as if they were working on District 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 complete a timecard at their regular place of work. However, when telecommuting, they will keep a record of actual time worked at the alternate work location 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, text message or by phone. The Supervisor shall verify the quality and quantity of work done in accordance with the established work plan.

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.

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Name of Employee: _____

The address of the Telecommuter's alternate workplace: _____

General summary of duties that will be performed while telecommuting Telecommuting Days:

Day	Telecommute Day	Telecommuting Schedule
Monday	Yes (10 hours)	7am – 5pm (employee requests to work thru lunch)
Tuesday	Yes (10 hours)	7am – 5pm
Wednesday	Yes (10 hours)	7am – 5pm
Thursday	Yes (10 hours)	7am – 5pm
Friday	No	

Note: It is anticipated that the Telecommuter will occasionally report to the regular work location for short periods to gather and deliver information and/or to perform field work as part of their normal duties as if working at the regular work location. Travel time and mileage to/from Telecommuter's alternate workplace and regular work location is considered their physical commute as if they were reporting for duty at the regular work location and is not eligible for hourly compensation or mileage reimbursement.

Signature below signifies agreement with the provisions of this document.

Employee Signature: _____ Date: _____

Supervisor's Signature: _____ Date: _____

General Manager's Signature: _____ Date: _____