



# In State Telework Participant Agreement

|  |   |                              |                       |
|--|---|------------------------------|-----------------------|
| Employee Name  |   |                              | Employee ID           |
| Position #   | Official Duty Station (in position description) | Employee Org Code            | Primary Telework City |
| <b>Estimated Percentage of Time Teleworking</b>  |   |                              |                       |
| Choose the category that most closely fits, averaged over the next year. Average for employees whose telework varies seasonally. Do not include work from Official Duty Station, field work, travel, Temporary Duty Station, or locations other than Primary Telework City.  |   |                              |                       |
| 91-100% Remote Worker (EP9)  | 76-90% (EP8)                                    | 51-75% (EP7)                 |                       |
| 40-50% (EP6)   | 20-39% (EP5)                                    | Less than 20% / ad hoc (EP0) |                       |
| <b>Terms of Teleworking</b>  |   |                              |                       |
| <p>Check to verify that you have completed the following:</p> <p>The supervisor and employee have documented work location requirements for Official Duty Station, work in the field, Temporary Duty Stations, or other locations that are not considered telework.</p> <p>The supervisor and employee have documented job duty and performance expectations.</p> <p>The position description denotes telework eligibility. If the position is not telework eligible this form should not be completed.</p> <p>The supervisor and employee have read, understand and will comply with the <a href="#">Telework Manual</a> and the <a href="#">IT Manual 3017.00 800.00 Telework and Standard IT Equipment</a>.</p> |   |                              |                       |

## Terms of Agreement

This Agreement shall become effective on the date signed below and shall remain in effect until changed or canceled by either party. This agreement can be canceled at any time at the discretion of the Manager or Supervisor. The employee and their supervisor will review this Agreement during the annual performance evaluation or within one year of signing. A new form must be completed if the category for the estimated percentage of time teleworking averaged over the next year changes, essential job functions change, job performance, or other reasons.

## Secure/Confidential Materials

The employee must receive prior employer approval to (1) remove secure/confidential materials from the official workstation, or (2) access secure/confidential information through computers. The employee will take reasonable precautions to secure confidential materials at all times such materials are in the employee's possession or control.

## Liability for Injuries

If approved for telework, the employee understands that the employee remains liable for injuries to third persons and / or members of employee's family on employee's premises. Employee agrees to defend, indemnify, and hold harmless employer, its affiliates, employees, contractors and agents, from and against any and all claims, demands or injury to persons (including death) or damage to property caused, directly or indirectly, by the services provided herein by employee or by employee's willful misconduct, negligent acts or omissions in the performance of the employee's duties and obligation under this Agreement, except where such claims, demands, or liability arise solely from the gross negligence or willful misconduct of the employer.

## Additional Information

For more information see WSDOT's Telework Manual at <https://wwwi.wsdot.wa.gov/human-resources/telework>.

|                            |                        |      |
|----------------------------|------------------------|------|
| <b>Approval Signatures</b> |                        |      |
| Employee's Signature       |                        | Date |
| Supervisor's Name          | Supervisor's Signature | Date |

**Cancellation/Denial Signatures**

Telework Denied

|                   |                        |
|-------------------|------------------------|
| Supervisor's Name | Supervisor's Signature |
|-------------------|------------------------|

Telework canceled per Employee

|                    |                |
|--------------------|----------------|
| Employee Signature | Effective Date |
|--------------------|----------------|

Telework canceled per Supervisor

|                      |                |
|----------------------|----------------|
| Supervisor Signature | Effective Date |
|----------------------|----------------|

Describe reason for cancellation/denial and attach supporting documentation if applicable

**Email completed form to [HRHelp@wsdot.wa.gov](mailto:HRHelp@wsdot.wa.gov) or to your local Human Resource Consultant**