



## Alternative Work Arrangement Request and Agreement Form – COVID-19

In response to the rapid spread of the novel coronavirus (COVID-19), the Mayor’s Office is directing City departments to authorize new or revised employee Alternative Work Arrangements (AWAs) encouraging the use of telework agreements, wherever possible, during the month of March 2020. This document memorializes the agreement between an employee and the employee’s manager to establish an Alternative Work Agreement (AWA), pursuant to the City of Seattle Alternative Work Arrangements Guideline as well as associated Personnel Rules and collective bargaining agreements. This arrangement is on a temporary basis March 5, 2020 – March 31, 2020 and is subject to approval to extend beyond the identified period.

Employees and departments may agree to one or a combination of the following AWA components during this period:

- Telework
- Flexible Work Schedule
- Compressed Workweek (9/80 or 4/10 work schedule for full-time employees)

See the Pilot Program Alternative Work Arrangements for additional information about these options.

Managers and employees must sign below to indicate their approval, and provide a copy to the employee’s union, if represented. Managers who deny a schedule must provide the reason and provide a copy to the employee’s union (if represented).

### Approval Process

Is the employee approved for an AWA?       Yes  No

If approved, select the approved AWA of all that apply:

Telework *(See Section 1)*

Flexible Work Schedule Component *(See Section 2)*

Compressed Workweek *(See Section 3 for 9/80 and 4/10 schedule)*

*(To be completed by Manager)* If denied, provide a reason for the denial:

**Section 1: Telework**

<b>Employee's Name</b>	<b>Employee ID Number</b> <input type="checkbox"/> Exempt (Salaried) <input type="checkbox"/> Non-Exempt (Hrly)	<b>Date of This Request</b>
<input type="checkbox"/> COVID-19 Telework  <input type="checkbox"/> Regular Schedule (Need to fill out schedule below)	<b>Supervisor:</b>	<b>Effective Date</b>

Schedule of Telework Days

<b>MONDAY</b>	<b>TUESDAY</b>	<b>WEDNESDAY</b>	<b>THURSDAY</b>	<b>FRIDAY</b>	<b>SATURDAY</b>	<b>SUNDAY</b>
TIME START/END	TIME START/END	TIME START/END	TIME START/END	TIME START/END	TIME START/END	TIME START/END

**Telework Sites**

Home Work Site Address: \_\_\_\_\_

Alternate Remote Work Locations: 1. \_\_\_\_\_  
2. \_\_\_\_\_

**TELEWORK AGREEMENT – EMPLOYEE RESPONSIBILITIES AND EXPECTATIONS**

**A. EQUIPMENT & SOFTWARE**

1. I will not allow non-employees to use any personally owned computer or laptop when it is accessing the City's network with the connecting software.
2. I will disable the VPN or other connection when I am not using it.
3. I will follow all software licensing provisions agreed to by the City of Seattle. This includes uninstalling any City-provided software when it is no longer required for City business purposes or if I leave City employment.
4. I will not hold the City responsible for personal property used, lost, damaged, or destroyed.

**B. SECURITY**

1. I will maintain the confidentiality of all City information and documents, prevent unauthorized access to any City system or information, and dispose of work-related documents in a manner that will not jeopardize the interests of the City.
2. I will adhere to applicable City of Seattle policies relating to remote access and use of VPN connections while using my personally owned computer or laptop for telework purposes.
3. I understand that the City of Seattle has the right to monitor all information generated and actions performed using remote access technology while I am teleworking.
4. I will ensure that my personally owned computer, laptop, or other similar device has anti-virus software installed and configured to properly receive malware signature file updates daily.
5. I am responsible for all activity originating from my account credentials (username and password).

**C. WORKING CONDITIONS APPLICABLE TO ALL EMPLOYEES**

1. I must be able to communicate with my supervisor or other authority via an electronic method (e.g., telephone or email) and that if I am unable to so communicate, I do not have authorization to telework.
2. I will call the office or access my voicemail to obtain messages daily and/or on the schedule my supervisor requires while working at home/remote location (or agree to forward my office telephone line to my telework location when I telework).
3. My supervisor or other authority may call me to work for business reasons.
4. I will not receive compensation nor commute expenses for my normal commute to and from my worksite.

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5. My duties, obligations, and responsibilities of a teleworking employee are the same as office-based workers, including my obligation to respond to my voicemail, e-mail and other messages in a timely manner.
6. I will take my meal break and rest breaks during my telework time as required by [Personnel Rule 9.3 - Meal and Rest Breaks](#) or [collective bargaining agreement](#).
7. Should a situation arise necessitating the use of sick leave, I can utilize sick leave on a telework day but must report the absence in the same manner as office-based employees.
8. While teleworking, I am expected to be working at the above-listed home/remote locations during my telework schedule. I understand that personal leave time normally planned during a scheduled workday must be arranged in the same manner as office-based employees.
9. I am responsible for maintaining a safe and ergonomic working environment, including the work area, bathroom, and other areas that may be necessary for working during my telework time. Workers' Compensation will not apply to non-job-related injuries that occur in the home. I remain responsible for injuries to third parties or members of my family on my premises. I understand that City of Seattle will not be responsible for injuries to third parties or family members that occur on my premises.
10. I understand that by using my own equipment to conduct City business (computers, cell phones, etc.), I am creating public records which could be disclosable. I will maintain records consistent with the City's record retention policies, and provide responsive records to public disclosure requests for records created on my personal equipment.
11. In the event of a job-related incident or accident during telework hours, I need to report the incident to my supervisor as soon as possible and follow established procedures to report and investigate workplace injuries or incidents.
12. I will not hold in-person business meetings with internal or external clients, customers, or colleagues at my residence, unless specifically authorized in advance.
13. I will not conduct any unauthorized external (non-City) work or activities during my teleworkschedule.
14. I will participate in any City-sponsored telework training.
15. I will abide by all terms of Personnel Rules, applicable collective bargaining agreements, and other City and department policies while working in a telework arrangement.

**D. WORKING CONDITIONS APPLICABLE TO HOURLY EMPLOYEES ONLY**

1. As an overtime-eligible ("hourly") employee, I understand that telework and accessing work through the connecting software is considered work time. Therefore, I will only use the connecting software when directed to work from my telework location by my supervisor or other designated authority for purposes performing my work functions.
2. I understand that any hours beyond my normal work schedule must be authorized in advance by my supervisor.

**E. ADDITIONAL DEPARTMENT-SPECIFIC CONSIDERATIONS**

I will abide by any additional considerations that meet my work unit's business needs as identified below and which I have discussed with my supervisor.

**F. AGREEMENT**

By signing below, I certify that I have read, understand and agree with the terms outlined in the City's telework policy and this telework agreement. I also agree to comply with other applicable City direction and policies including guidelines for computer use, data confidentiality and security.

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Employee Signature

Date

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Supervisor Signature

Date

## Section 2: Flexible Work Schedule

<b>Employee's Name</b>	<b>Employee ID Number</b> <input type="checkbox"/> Exempt (Salaried) <input type="checkbox"/> Non-Exempt (Hrly)	<b>Date of This Request</b>
<input type="checkbox"/> Fixed Schedule  <input type="checkbox"/> Daily-flex Schedule	<b>Supervisor:</b>	<b>Effective Date</b>

### Flexible Work Schedule

<b>MONDAY</b> TIME START/END	<b>TUESDAY</b> TIME START/END	<b>WEDNESDAY</b> TIME START/END	<b>THURSDAY</b> TIME START/END	<b>FRIDAY</b> TIME START/END	<b>SATURDAY</b> TIME START/END	<b>SUNDAY</b> TIME START/END

This document constitutes an agreement by the parties for the employee to work a "Flex Time" schedule as defined as a work schedule in which an employee's work hours vary from standard City work.

### General Provisions:

- A. An employee and a department's management may agree to flexible scheduling, including:
  1. **Fixed schedule:** The employee works the same set hours each day that varies from the regular core business hours, e.g., 6:00 a.m. to 2:30 p.m. (half hour unpaid lunch) in an office that is normally open from 8:00 a.m. to 5:00 p.m.
  2. **Daily-flex schedule:** a flexible schedule where the employee is free to set their own work hours within limits established by management, which may vary from day to day.
- B. Managers and employees shall agree to flexible schedules that minimize payment of overtime to hourly employees.
- C. Some collective bargaining agreements require overtime payment for work beyond a regular workday.

## Section 3: Compressed Workweek

### Part A: 9/80 Work Schedule Agreement

This document constitutes an agreement by the parties for the employee to work a 9/80 alternative work schedule subject to the provisions herein.

#### General Provisions:

- A. 9/80 work schedules that would cause the payment of overtime or out-of-class pay on an ongoing basis due to operational issues caused by the alternative work schedule are not permitted.
- B. The City's normal hours of operation are from 8:00 a.m. to 5:00 p.m. each day from Monday through Friday, except designated City holidays. The appointing authority or designee may establish employee work schedules that vary from this statutory schedule if business operations continue as required by municipal law.
- C. The statutory workweek for all City employees is Wednesday through Tuesday. For all nine-day 80-hour (9/80) alternative work schedules, the employee's workweek must be adjusted to avoid overtime.
- D. Approval of an 9/80 work schedule is at the discretion of the appointing authority or designee. When the appointing authority or designee determines that the position's work can be effectively carried out and accounted for under the alternative work schedule, the appointing authority or designee may authorize an alternative work schedule.
- E. The terms and conditions of this 9/80 alternative work schedule as set forth in this agreement must be signed by the appointing authority or designee, the participating employee, and department HR representative.
- F. 9/80 work schedule agreements may be discontinued at any time by the appointing authority or designee, or the employee, with one pay period's notice.
- G. When an employee transitions to or from a 9/80 alternative work schedule, the parties agree to minimize overtime obligations to the City and time loss to the employee.
- H. Employees on 9/80 work schedules shall receive eight (8) hours pay per holiday. Subject to supervisory approval, employees working a 9/80 work schedule during a holiday pay period are permitted to make scheduling or pay status adjustments as follows:
  - 1. Use vacation or compensatory time to supplement the eight-hour holiday pay to achieve full pay for the workweek without making other scheduling adjustments, or at the employee's discretion, be unpaid.
  - 2. Work beyond their normally scheduled workday hours to make up holiday hours. These holiday makeup hours will not be counted as overtime and must be worked during the workweek in which the holiday falls.
  - 3. Pre-arrange with manager to work normal work weeks during holidays.
- I. Employees must receive a signed copy of this agreement. The original signed Agreement must be placed in the employee's personnel file, provided to the union (if represented), and a record must be created in the HRIS system.

### Nine-day 80-Hour (9/80)

A 9/80 alternative work schedule consists of four 9-hour workdays and one 4-hour workday in the workweek, with two days off the first workweek and three days of in the alternating workweek. Two of the days off must be consecutive. The third day off is not required to be contiguous to the other two. Overtime is only paid for hours worked over 40 in a workweek, or as otherwise provided by the applicable collective bargaining agreement.

This agreement is for a 9/80 alternative work schedule where \_\_\_\_\_ (day of the week) is the alternating day off. The workweek for this schedule ends at the midpoint of the shift on the working \_\_\_\_\_ (day of the week) for the previous workweek and begins one minute after the midpoint of the shift on the same working day for the following workweek as shown in the example below. Implementation of this schedule must begin with the beginning of a payroll cycle. Please fill in the days of the week to track the employee’s new schedule, consistent with the example below.

									Total
								Week 1	
								Week 2	

- The hours of the work week are: \_\_\_\_\_ (day) through \_\_\_\_\_ (day)
- The hours of each work shift are: \_\_\_\_\_ Meal Period: \_\_\_\_\_

Complete the work week schedule above to identify the employee’s work days and scheduled days off. The employee’s “flex” day off must be the same day of the week in which the work week is split. See example below.

*Example 9/80 work schedule where the “flex day” is Friday.*

Fri	Sat	Sun	Mon	Tues	Wed	Thurs		Total
Off	Off	Off	9	9	9	9	Week 1	40
4/4	Off	Off	9	9	9	9	Week 2	40

- The hours of the workweek are: 12:01 p.m. Friday through 12:00 p.m. Friday
- The hours of each work shift are: 8:00 a.m. -- 6:00 p.m. Meal Period: 12:30 – 1:30

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Supervisor Signature

\_\_\_\_\_  
Date

## Section 3: Compressed Workweek

### Part B: 4/10 Work Schedule Agreement

This document constitutes an agreement by the parties for the employee to commence working a 4/40 work schedule for full-time employees. A 4/10 work schedule consists of four 10-hour workdays and three days off in a workweek. Overtime is only paid for hours worked over 10 in a workday (if provided by collective bargaining agreement) or 40 in a work week (for all employees).

#### General Provisions:

- A. 4/10 work schedules that would cause the payment of overtime or out-of-class pay on an ongoing basis due to operational issues caused by the alternative work schedule are not permitted.
- B. The City's normal hours of operation are from 8:00 a.m. to 5:00 p.m. each day from Monday through Friday, except designated City holidays. The appointing authority or designee may establish employee work schedules that vary from this statutory schedule if business operations continue as required by municipal law.
- C. Approval of a 4/10 work schedule is at the discretion of the appointing authority or designee. When the appointing authority or designee determines that the position's work can be effectively carried out and accounted for under the 4/10 work schedule, the appointing authority or designee may authorize an alternative work schedule.
- D. The terms and conditions of this 4/10 work schedule as set forth in this Agreement must be signed by the appointing authority or designee, the participating employee, and department HR representative.
- E. 4/10 work schedule agreements may be discontinued at any time by the appointing authority or designee, or by the employee, with one pay period's notice.
- F. Employees on 4/10 work schedules shall receive eight (8) hours pay per holiday. Subject to supervisory approval, employees working a 4/10 work schedule during a holiday pay period are permitted to make scheduling or pay status adjustments as follows:
  - 1. Use vacation or compensatory time to supplement the eight-hour holiday pay to achieve full pay for the workweek without making other scheduling adjustments, or at the employee's discretion, be unpaid.
  - 2. Work beyond their normally scheduled workday hours to make up holiday hours. These holiday makeup hours will not be counted as overtime and must be worked during the workweek in which the holiday falls.
  - 3. Pre-arrange with manager to work normal work weeks during holidays.
- G. Employees must receive a signed copy of this agreement. The original signed agreement must be placed in the employee's personnel file, provided to the employee's union (if represented), and a record must be created in the HRIS system.

**Four Ten Hour Days Workweek (4/10)**

The regularly scheduled days and hours of work are as follows:

Regularly scheduled days of the workweek: \_\_\_\_\_

Regularly scheduled "flex day" (standard business day which the employee takes off pursuant to the 4/10 schedule):\_\_\_\_\_. This scheduled day off cannot be changed if such change will result in more than 40 hours being worked in an employee's workweek.

Hours of workdays: \_\_\_\_\_

I have read and understand this department's expectations and this 4/10 agreement and concur with the provisions stated therein. I further understand that continuation of this work schedule may be subject to additional agreements (attached) and is subject to review by management and may be discontinued at any time.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Supervisor Signature

\_\_\_\_\_  
Date



**Signature Page – To be completed for all AWA requests**

I, \_\_\_\_\_ understand and agree to the Alternative Work Arrangement(s) below.  
Print Employee Name

**Select all applicable:**

- Telework
- Flexible Work Schedule
- Compressed Workweek (9/80 or 4/10 work schedule for full-time employees)

\_\_\_\_\_  
Employee Signature Date Supervisor Signature Date

\_\_\_\_\_  
Manager Date Division/Org #

\_\_\_\_\_  
HR Representative Date Appointing Authority/Designee Date

**Copies of this agreement shall be provided to the following entities:**

- Employee
- Employee's personnel file
- Supervisor
- Union