

TELEWORK POLICY

Board Order: 21-288, July 8, 2021
Effective July 22, 2021

PURPOSE

Telework is defined as work alternatives that substitute home-to-work commuting with the option of working at home or elsewhere. Telework does not include temporary work at home due to special conditions such as providing dependent care, recovering from an illness, or caring for an ill family member. Such situations may be arranged between the employee and their supervisor, at the supervisor's discretion.

Not all positions at Yamhill County are appropriate for telework. In general, jobs appropriate for telework are those in which face-to-face interactions are minimal or that may be scheduled to permit telework, and in which the employee can perform all aspect of the positions remotely, as if the work was being performed in Yamhill County offices. Employees who work with confidential information will be assessed on a case-by-case basis.

Participation in telework is at the Department Head's option and subject to this policy. Department Head may terminate an employee's telework privileges or Telework Agreement (as described herein) at any time with reasonable advance notice.

ELIGIBILITY

To be eligible, an employee must meet the following minimum criteria:

- (1) The employee normally works an established workday or shift schedule.
- (2) The work performed by the employee:
 - a. Requires minimal face-to-face interaction;
 - b. Does not require the employee's physical presence on county premises;
 - c. Does not require specialized material, equipment, or access to confidential information that must remain on county premises; or
 - d. Can be modified to permit telework without impairing department operations or essential County functions.
- (3) The employee requires minimal supervision to perform assigned tasks.
- (4) The employee has been employed with Yamhill County for a minimum of six months of continuous, regular employment at the time telework is requested, and demonstrated excellent work performance.

- (5) There is sufficient work that can be completed by telework for the duration of the normal workday or shift, or the employee voluntarily accepts a modified or reduced work schedule or shift to accommodate the reduced work available by telework.
- (6) The equipment and environment at the chosen telework location are suitable for the work to be performed.

Meeting these minimum criteria does not guarantee approval of a Telework Agreement (see attached). The county reserves the sole discretion to determine whether an employee is approved for telework and to revoke approval, which may include an assessment of relevant criteria and circumstances not listed here whether due to the particular circumstances of the employee's employment, or department or county operations.

Yamhill County will make an exception to these eligibility requirements when an employee with a "disability" under federal or Oregon law requests telework as a reasonable accommodation and provides verification from a health care provider of the Employee's need for telework (subject to Yamhill County's determination of whether providing telework as an accommodation would create an undue hardship on Yamhill County's operations).

Yamhill County reserves the right to add to or change any of the eligibility requirements described in this policy. Employees requesting formal telework arrangements must agree to enter into a Telework Agreement with Yamhill County.

TELEWORK REQUESTS

Employees requesting telework, must submit a completed Telework Request Form. Submit completed forms to immediate supervisor. Requests will be processed on a case-by-case basis. This may require one or more meetings between the employee and supervisor(s) to determine whether the job is appropriate for a Telework Agreement. However, supervisors are not required to meet with employees before approving or denying requests.

All requests are subject to county operational needs and final approval by the Department Head.

TELEWORK AGREEMENT

If telework is approved by the department head, employee must sign the required Telework Agreement and agree to the terms and conditions provided in the Telework Agreement. A fully executed Telework Agreement will be retained in the employee's personnel file. It is the responsibility of the employee to become knowledgeable of these terms and conditions provided in the Telework Agreement. Violation of the terms and conditions will result in immediate revocation of the Telework Agreement and may result in disciplinary action, up to and including termination of employment.

Telework Agreements will be effective upon execution and remain in effect, subject to the terms of the Telework Agreement. For temporary telework arrangements, the Telework Agreement will automatically terminate upon the end date, unless terminated earlier or extended by the county. The county reserves the sole discretion to determine whether an employee is approved for telework and to revoke approval, which may include an assessment

of relevant criteria and circumstances not listed here whether due to the particular circumstances of the employee's employment, or department or county operations.

Supervisors and employees shall meet periodically to review the Telework Agreement. At a minimum, this review should occur at least annually and may be completed during the annual performance evaluation.

GENERAL

An employee's work schedule may include telework on either a part-time or full-time basis. Telework can be informal, such as working from home for a short-term project, during inclement weather, or on the road during business travel, or formal, as described below. All telework arrangements are made on a case-by-case basis, focusing first on the business needs of Employer.

Any telework arrangement made will require the execution of a Telework Agreement and will be on a trial basis for the first three months, and may be discontinued, at will, at any time at the request of either the employee or the employer. At the conclusion of the trial period employee and their manager will each complete an evaluation of the arrangement and make recommendations for continuance or modifications.

Professionalism in terms of job responsibilities, work products, and customer or public contact will continue to conform to the same high standards as currently being met by Yamhill County employees at their onsite work locations. While teleworking, the employee must be reachable via telephone, internet communication (such as MS Teams or e-mail), or other mutually agreeable technology during agreed-upon work hours, as if the employee was in the office. The employee's duties, obligations, and responsibilities will not change solely because of telework. The employee will meet or communicate with their supervisor as often as the supervisor believes is necessary to receive assignments, review work progress, and complete work. Employees are required to attend meetings at an assigned work location as determined by the supervisor, even if such meetings occur on a day the employee is usually teleworking.

Supervisors will monitor and evaluate work performance by relying more heavily on work product rather than direct observation. Supervisors may require employees prepare and submit additional time management reports (daily, weekly, or monthly) to aid in documenting time management and effectiveness of telework, which would be in addition to timesheets and other existing reports. All telework shall be performed according to the same high standards as would normally be expected at primary worksite. Supervisor may require regular meetings to review employee's work and/or require regular reports on work performed and time management while teleworking.

Employee's salary, benefits, worker's compensation, and other Yamhill County insurance coverage will not change due to telework if the working hours remain the same.

An overtime-eligible, teleworking employee shall not work overtime unless the employee has received prior written approval from the supervisor. Failure to obtain prior written approval for overtime work may result in discontinuation of telework and/or other appropriate disciplinary

action. Overtime-eligible employees are responsible for accurately recording all hours worked, including time spent working or teleworking after the close of normal business hours.

Travel from employee's home to employee's assigned Yamhill County work location will be considered commuting mileage and will not be reimbursed.

Telework is not a substitute for dependent care or care for others. Telework employees shall make arrangements necessary to ensure they are able to apply full attention to work duties and assignments during the agreed-upon work hours. Telework employees shall not perform personal business or activities during agreed-upon work hours.

The availability of telework can be discontinued at any time at Yamhill County's discretion. Every effort will be made to provide 30 days' notice of such a change to accommodate commuting, childcare and other problems that may arise from such a change. There may be instances, however, when no notice is possible.

WORKSPACE

A designated home workspace shall be maintained by teleworking employees that is quiet, free of distractions, and kept in a clean, professional, and safe condition, with adequate lighting and ventilation. To ensure that safe working conditions exist, or to ensure that the teleworking employee's designated home workspace is suitable for telework, Yamhill County retains the right to make on-site inspections of the home workspace at mutually agreed-upon times.

Yamhill County is not responsible for operating costs, home maintenance, property or liability insurance, or other incidental expenses (utilities, cleaning services, etc.) associated with the use of employee's residence for telework.

Yamhill County is not liable for damages to the employee's personal property that may result from telework under this policy.

Employees are advised to contact their own personal insurance agent and tax consultant for information regarding taxes/deductions associated with home workspace utilized for telework and potential coverage for county equipment that is damaged, destroyed, or stolen. Yamhill County will not provide tax or insurance advice.

SUPPLIES, EQUIPMENT, AND SOFTWARE USAGE

Equipment provided or purchased by Yamhill County for employee to assist with telework will be maintained by Yamhill County. All county provided equipment must be returned to Yamhill County when the employee is no longer teleworking, or when employment has been terminated. Yamhill County does not guarantee the purchase of equipment for a teleworking employee. Employee will be responsible for taking all necessary action to protect Yamhill County's equipment against damage or theft.

Equipment supplied by employee, if deemed appropriate by Yamhill County, will be maintained by the employee. Yamhill County accepts no responsibility for damage or repairs to employee-owned equipment. Yamhill County reserves the right to make determinations as to appropriate equipment, subject to change at any time. Within one week of beginning a Telework

Agreement, employee must provide their supervisor with a list of any personal equipment employee is supplying that will be used in connection with the Telework Agreement.

Employee's out-of-pocket expenses for supplies, which are normally available in the employee's regular work location, will not be reimbursed. Other supplies, as needed, must be requested by the employee and approved by the supervisor.

Employee will, at their own expense, provide Internet access and equipment necessary to access the Internet. Use of Yamhill County's equipment, communications, and software systems by telework employees remains subject to all applicable Yamhill County policies. For example, a computer used for Yamhill County's business must be plugged into a surge protector and have current virus protection maintained.

Confidential materials shall not be removed from Yamhill County's on-site work locations or accessed through the computer unless approved in advance by employee's supervisor.

Employee shall immediately notify their manager when unable to perform telework assignments due to an equipment or Internet access failure or other unforeseen circumstances. The telework employee may be assigned to another project and/or a different work location that may necessitate termination of the Telework Agreement, or the employee may be required to use vacation time to cover the hours the employee is unable to telework.

Yamhill County may pursue recovery for Yamhill County property and equipment that is damaged, destroyed, or stolen while in the employee's care, custody, or control if such loss results from the employee's intentional act or negligence.

RETURN TO WORK

Employees must report to work on the next regularly scheduled workday at the conclusion of the approved Telework Agreement or if approval is revoked.

Failure to report to work in accordance with this policy shall be treated as an unexcused absence in accordance with the Attendance and Punctuality policy and/or applicable collective bargaining agreements.

POLICY COMPLIANCE

All County policies, rules, and procedures continue to apply, regardless of whether at primary or telework site. There are no exceptions. Failure to follow policy, rules, and procedures may result in termination of the Telework Agreement and/or disciplinary action, up to and including termination.

STATUTORY COMPLIANCE

In the event of any conflict between the terms set forth in this policy and applicable law, the law will be followed. No employee will suffer adverse employment action, discrimination, or retaliation with respect to any term or condition of employment for requesting, using, inquiring about, complaining about, or participating in an investigation, proceeding, or hearing related to this policy, except in cases of abuse, fraud, or other violation of policies and procedures.

COLLECTIVE BARGAINING AGREEMENT COMPLIANCE

Collective bargaining agreements may have language which supersedes the language of this policy. In the case of a conflict between language in this policy and language in an applicable collective bargaining agreement, the language in the applicable collective bargaining agreement applies.

MODIFICATION, RENEWAL, EXPIRATION OF POLICY

This policy will remain effect unless revoked or modified by the Board of Commissioners. This policy may be modified by the County Administrator as needed, subject to ratification by the Board of Commissioners.

Accepted by Yamhill County
Board of Commissioners on
7/8/2021 _____ by Board Order
_____ B.O. 21-288 _____

Teleworking Request Form

I hereby certify that the information provided below is true and correct to the best of my knowledge. I understand that a false statement may disqualify me and result in disciplinary action, up to and including termination of employment.

Date: _____

Name: _____

Signature: _____

Job Classification: _____ Department: _____

I have reviewed and understand the Teleworking Policy. I meet the following minimum criteria (check all that apply):

I normally work an established workday or shift schedule as follows:

I perform work that: (check all that apply)

- Requires minimal face-to-face interaction.
- Does not require the employee's physical presence on County premises.
- Does not require specialized material, equipment, or access to confidential information that must remain on County premises.
- Can be modified to permit Teleworking without impairing department operations or essential County functions.
- I require minimal supervision to perform assigned tasks.
- There is sufficient work that can be completed by Teleworking for the duration of the normal workday or shift, or I will voluntarily accept a modified or reduced work schedule or shift to accommodate the reduced work available by Teleworking.
- The equipment and environment at the chosen Teleworking location are suitable for the work to be performed.

I am requesting a Telework Agreement to begin on _____.

I am requesting a teleworking work schedule as follows:

I plan to telework from this location: _____

This teleworking location is suitable for my work because: _____

I will take these security measures to protect County documents and data: _____

I understand, acknowledge, and agree to the following:

- Approval is based on a case-by-case assessment to be performed by the County.
- Meeting the minimum criteria alone does not guarantee approval, which is made and revoked at the sole discretion of the County.
- Approval of a Telework Agreement does not alter the terms of my employment or any applicable collective bargaining agreement. It does not create a right or expectation for a Telework Agreement for a particular length of time or at any time in the future.
- Refusal or failure to execute the Teleworking Agreement will result in revocation of approval.

FOR MANAGEMENT USE ONLY

Acknowledgement of Receipt:

Date: _____

Supervisor Name: _____

Supervisor Signature: _____

Approval Status:

- No.
- Yes.
- Signed Telework Agreement

Telework Agreement

I, _____ (“Employee”), have been approved for a telework arrangement with Yamhill County (“County”) (collectively, “Parties”) under the terms and conditions set forth in this Telework Agreement (“Agreement”). This Agreement becomes effective upon execution by the Parties and automatically terminates upon the end date set forth below unless terminated earlier or extended by the County.

The County agreed to this telework arrangement based on my voluntary request and in reliance on my representations in my request.

Telework Start Date: _____ End Date: _____

Telework Worksite Address: _____

Telework Telephone/Cell Phone: _____

Telework Work Schedule:

	Mon	Tues	Wed	Thurs	Fri	Sat	Sun
Start Shift							
Lunch							
End Shift							

Equipment Provided: Cell Phone Office furniture Pager Fax machine Computer Printer

Surge Protector Other (Specify): _____

1. Conditions of Employment. My terms and conditions of employment shall remain the same as if I was not teleworking. I am not entitled to additional wages, leave accrual, benefits, or other compensation.

2. Teleworking Worksite. I shall establish and maintain a dedicated workspace at the teleworking worksite listed above that is quiet, clean, and safe, with adequate lighting and ventilation. I will not use the teleworking worksite to hold business visits or meetings without advance approval by my supervisor. I will not perform work at alternate worksites without advance approval by my supervisor. Under no circumstances will I perform work while outside the State of Oregon.

3. Public Emergency Closure. If my primary worksite is closed due to a public emergency, the County will notify me. I will continue to work at the Teleworking site if I am able to do so. If there is an emergency at the teleworking site, such as a power outage, I will notify my supervisor as soon as possible. I may be reassigned to the primary or an alternate worksite, notwithstanding this Agreement.

4. Availability & Turnaround. I agree that the teleworking work schedule set forth above shall constitute my regularly scheduled work hours during this Agreement. I will not personal business during work hours. I will be available for communications during these hours by communication methods established by my supervisor, such as telephone, cell phone, e-mail, or pager. I will respond to communications and diligently perform work assignments during these hours. I will abide by the turnaround times and deadlines for responses and completed work product set by my supervisor. I will attend job-related meetings, training sessions, and conferences, as requested by supervisors, including those on "short notice" or which may require my personal attendance at my primary worksite.

5. Performance & Evaluations. My supervisor will monitor and evaluate my performance by relying more heavily on work product rather than direct observation. All work shall be performed according to the same high standards as would normally be expected of me at my primary worksite. My supervisor may require regular meetings to review my work and/or require regular reports on work performed and time management.

6. Meal and Rest Periods. I will take meal and rest periods within the periods required by law and accurately record them on my timesheets. I understand that I must return to work at the end of the meal or rest period in a timely manner, regardless of whether I am at my primary or teleworking worksite. If I am late returning to work or take an extended break, I shall accurately record the time that I returned to work, and I may be required to apply accrued paid leave to such time.

I understand that I am expected to take these meal and rest periods at the appropriate times regardless of whether I am at my primary work site or teleworking site and that failure to do so may result in disciplinary action. I will contact my supervisor or Human Resources if I am uncertain as to when to take meal and rest periods.

7. No Unauthorized Overtime. If I am a non-exempt employee, I understand that I may not work overtime unless it is pre-approved by my supervisor. I will accurately record all time worked on my timesheets in 15-minute increments, regardless of whether it occurs during or outside of assigned work hours. The use of Trade Time is also restricted and subject to CBA or County Policy.

8. Policies. I understand that all County policies, rules, and procedures continue to apply to me during this Agreement, regardless of whether I am at my primary or teleworking worksite. There are no exceptions. Failure to follow policy, rules, and procedures may result in termination of this Agreement and/or disciplinary action, up to and including termination.

9. Intellectual Property. Products, documents, and records created, modified, or developed in the course of my work, including at the teleworking worksite, are the property of the County.

10. Security. I will maintain security and confidentiality at the same level as expected at my primary worksite. Restricted access or confidential material shall not be taken out of the primary worksite or accessed through a computer without written advance approval from my supervisor. I will take all necessary and reasonable steps to prevent non-employees from accessing County work product, documents, or data, either in print or electronic form.

11. Record Retention. I understand that the products, documents and records that I create may be subject to the Public Records Law in the same manner as at my primary work site. Products, documents and records that are used, developed, or revised while teleworking shall

be copied or restored to the County's computerized record system. Whenever possible, all work products shall be stored in a secure, designated directory, and this information shall be backed up and/or restored to the County computer/network system as directed by the County.

12. Property. I will provide the office furniture and equipment at the teleworking worksite. Equipment, software, and other County-owned property ("Property") provided to me will be used exclusively by me to perform my job. I will use surge protectors with any County computer and other Property that can be plugged into a surge protector. The County will repair and maintain any Property loaned to me, and I will transport it to my primary worksite or other County premises when such repair and maintenance is needed. I will safely transport, store, and secure the Property as if it were my own. I will not permit third parties to use, borrow, or possess the Equipment.

13. Property liability. The County may pursue recovery from me for Property that is deliberately, or through negligence, damaged, destroyed, or lost while in my care, custody or control. I will be responsible for:

- a. any intentional damage to the equipment;
- b. damage resulting from gross negligence by me or any member or guest of my household;
- c. damage resulting from a power surge if no surge protector is used;
- d. maintaining the current virus protection for software.

I have been advised to secure homeowner's/renter's insurance for incidental office coverage. The County does not assume liability for loss, damage, or wear of employee-owned equipment.

14. Inspections. In case of injury, theft, loss, or tort liability related to teleworking or the teleworking worksite, I shall allow the County and its representatives or agents to investigate and/or inspect the teleworking worksite.

15. Injuries. I will be covered by workers' compensation for job related injuries that occur in the designated workspace, including my home, during the defined work period. In the case of injury occurring during the defined work period, I shall immediately report the injury to my supervisor. Workers' compensation will not apply to non-job-related injuries that might occur in the home. The County does not assume responsibility for injury to any persons other than me at the teleworking site.

16. Incidental Costs. Unless otherwise stated in this Agreement, I am responsible for all incidental costs, such as residential telephone, cellphone, Internet, utility costs, cleaning services, and office supplies. The County may choose to reimburse some expenses without creating an ongoing duty or obligation to do so. In order to be reimbursed, I will submit an expense request along with documentation requested by the Finance Department, such as an itemized receipt.

17. Taxes. A home office is not an automatic tax deduction. I have been advised to consult with a tax expert to examine the tax implications of a home office.

18. Travel. I will not be paid for time or mileage involved in travel between the teleworking worksite and the primary worksite, because this is commuting time.

Employee Signature: _____ Date: _____

Employee Name: _____

Department Head Signature: _____ Date: _____

Department Head Name: _____

Copy of fully executed agreement to be provided to the employee, supervisor, and the personnel file.