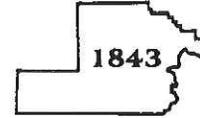


Yamhill County



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OFFICE OF COUNTY ADMINISTRATOR

DATE: March 20, 2020
TO: All County Employees
FROM: Ken Huffer, County Administrator 
SUBJECT: Temporary COVID-19 Telecommuting Policy – Effective Immediately.

KENNETH HUFFER
COUNTY ADMINISTRATOR

JUSTIN HOGUE
BUSINESS SERVICES DIRECTOR

The safety and welfare of the employees of Yamhill County are paramount. The County recognizes that the Governor of the State of Oregon has issued Executive Order Nos. 20-03 and 20-05 concerning COVID-19. The County has declared a State of Emergency within Yamhill County in Board Order No. 20-93. As authorized by Board Order 20-93, I am implementing this temporary policy to provide a telecommuting option to employees in light of the State of Emergency.

ELIGIBILITY

Temporary telecommuting may be approved as a temporary alternative work arrangement during the State of Emergency only.

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 on a temporary basis to permit telecommuting without impairing department operations or essential County functions.
- (3) The employee requires minimal supervision to perform assigned tasks.
- (4) There is sufficient work that can be completed by telecommuting 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 telecommuting.
- (5) The equipment and environment at the chosen temporary telecommuting location are suitable for the work to be performed.

Meeting these minimum criteria does not guarantee approval for temporary telecommuting arrangement. The County reserves the sole discretion to determine whether or not an employee is approved for temporary telecommuting 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, department or County operations, or the State of Emergency.

B.O. 20-104

In the event that the CDC or OHA directs the County to take advanced steps such as social distancing, quarantines or curtailment of non-essential County functions, this policy would then pertain to all but a few staff providing essential services.

TELECOMMUTING REQUESTS

Employees must submit a completed COVID-19 Telecommuting Request Form. Submit completed forms to your 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 temporary telecommuting arrangement. 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 Director.

RETURN TO WORK

Employees must report to work on the next regularly scheduled workday at the conclusion of the approved temporary telecommuting arrangement.

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.

STATUTORY COMPLIANCE

In the event of any conflict between the terms set forth in this temporary 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 temporary policy, except in cases of abuse, fraud, or other violation of policies and procedures.

MODIFICATION, RENEWAL, EXPIRATION OF POLICY

This temporary policy will automatically expire upon the termination of the state of emergency declared by the Governor of Oregon in Executive Order No. 20-03 or thirty (30) days from the date of adoption, whichever occurs first unless extended by the Board of Commissioners. This temporary policy may be modified and/or extended by the County Administrator as needed in increments of thirty (30) days or less, subject to ratification by the Board of Commissioners.

COVID-19 Telecommuting 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 temporary COVID-19 Telecommuting 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 on a temporary basis to permit telecommuting 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 telecommuting 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 telecommuting.
- The equipment and environment at the chosen temporary telecommuting location are suitable for the work to be performed.

I am requesting a temporary telecommuting arrangement to begin on _____.

I am requesting a temporary telecommuting work schedule as follows:

I plan to telecommute from this location: _____

This telecommuting 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 temporary telecommuting arrangement does not alter the terms of my employment or any applicable collective bargaining agreement. It does not create a right or expectation for a telecommuting arrangement for a particular length of time or at any time in the future.
- Refusal or failure to execute the Temporary Telecommuting Agreement will result in revocation of approval.

FOR COUNTY ADMINISTRATION USE ONLY

Acknowledgement of Receipt:

Date: _____

Supervisor Name: _____

Supervisor Signature: _____

Approval Status:

- No.
- Yes.
- Signed Temporary Telecommuting Agreement

Temporary Telecommuting Agreement

I, _____ (“Employee”), have been approved for a temporary telecommuting arrangement with Yamhill County (“County”) (collectively, “Parties”) under the terms and conditions set forth in this Temporary Telecommuting 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 temporary telecommuting arrangement based on my voluntary request during a State of Emergency and in reliance on my representations in my request.

Telecommuting Start Date: _____ End Date: _____

Telecommuting Worksite Address: _____

Telecommuting Telephone/Cell Phone: _____

Telecommuting Work Schedule:

Mon	Tues	Wed	Thurs	Fri	Sat	Sun

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 telecommuting. I am not entitled to additional wages, leave accrual, benefits, or other compensation.

2. Telecommuting Worksite. I shall establish and maintain a dedicated workspace at the telecommuting worksite listed above that is quiet, clean, and safe, with adequate lighting and ventilation. I will not use the telecommuting 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 Health Emergency Closure. If my primary worksite is closed due to a public health emergency, the County will notify me. I will continue to work at the telecommuting site if I am able to do so. If there is an emergency at the telecommuting 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 telecommuting 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 my attendance at meetings to review my work.

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 telecommuting 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 telecommuting 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.

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 telecommuting 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 telecommuting 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 telecommuting shall be copied or restored to the County's computerized record system. Whenever possible, all work product 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 telecommuting 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 telecommuting or the telecommuting worksite, I shall allow the County and its representatives or agents to investigate and/or inspect the telecommuting 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 telecommuting 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 telecommuting worksite and the primary worksite, because this is commuting time.

Employee Signature: _____ Date: _____

Employee Name: _____

Department Head Signature: _____ Date: _____

Department Head Name: _____

Accepted by Yamhill County
Board of Commissioners on
3/26/2020 by Board Order
20-104