

BEFORE THE BOARD OF COUNTY COMMISSIONERS FOR COLUMBIA COUNTY, OREGON

In the Matter of Adopting a Temporary
Telecommuting Agreement and Policy in Response
to COVID-19 (Coronavirus)

ORDER NO. 38-2020

WHEREAS, on March 13, 2020, the Board of County Commissioners adopted Resolution No. 25-2020, declaring an emergency for Columbia County to address the spread of COVID-19 and authorizing the Board to take actions and issue orders necessary to protect the public and minimize or mitigate the effect of the emergency; and

WHEREAS, COVID-19 is a highly contagious and novel Coronavirus, for which there is no vaccine, and the public, including Columbia County employees, are at risk for contracting the disease; and

WHEREAS, on March 23, 2020, the Office of the Governor issued Executive Order No. 20-12, "Stay Home, Save Lives," which among other requirements applicable to all persons in the State of Oregon, implements workspace restrictions for State government buildings including a directive to facilitate telework to the maximum extent possible; and

WHEREAS, on March 25, 2020, the Board adopted Amended Order No. 31-2020, closing County buildings to the public in recognition that it was in the best interest of the citizens of Columbia County to adhere to the policies for Government buildings set forth Executive Order No. 20-12; and

WHEREAS, Columbia County is committed to doing its part to slow the spread of COVID-19 – and to minimize the risk to the health of its employees and the public they serve – by facilitating telework to the maximum extent possible, consistent with Executive Order No. 20-12;

NOW, THEREFORE, THE BOARD OF COUNTY COMMISSIONERS HEREBY ORDERS:

1. The Temporary Telecommuting Agreement and Policy, attached hereto as Exhibit 1 and incorporated herein by this reference, is hereby adopted to facilitate telecommuting for County employees while stay-at-home orders are in effect.
2. The Temporary Telecommuting Agreement and Policy shall be effective immediately and shall be remain in effect until terminated or amended by Board order.

DATED this 20th day of May, 2020.

BOARD OF COUNTY COMMISSIONERS FOR
COLUMBIA COUNTY, OREGON

By: Alex Tardif
Alex Tardif, Chair

By: Margaret Magruder
Margaret Magruder, Commissioner

By: Henry Heimuller
Henry Heimuller, Commissioner

Approved as to form

By: [Signature]
Office of County Counsel

Temporary Telecommuting Agreement

This is a temporary telecommuting agreement in response to the current public health emergency for COVID-19. Telecommuting arrangements are made on a case-by-case basis at the sole discretion of the department and the County. The temporary policies established for this agreement may differ from any permanent telecommuting policies the County establishes at a later date.

Employee Name:	
Position Title:	
Department:	
Supervisor:	

Proposed Work Schedule: *(Non-exempt employees must continue to record actual time worked.)*

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Proposed Duties/Assignments & Communication Plan:

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Business calls from the home will be paid for as follows (ie. County issued phone card, County issued cell phone, employee subsidized cell phone usage, reimbursement, other?):

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County Equipment - The following equipment is issued to the employee for the duration of the temporary telecommuting period (to be reviewed & approved by IT):

Device	Description – Please include serial numbers and/or unique identifiers
PC/Laptop:	
Monitor:	
Printer:	
Cell Phone:	
Other (describe):	

IT Reviewer (Initials) _____ **Date:** _____

Employee Acknowledgement:

Temporary telecommuting is an option provided at the discretion of management, it is not a right or an entitlement. Participation in telecommuting is voluntary and not required as a condition of employment. This agreement in no way alters the obligation to observe all applicable County rules, policies, and procedures or the existing terms and conditions of employment including position description, salary, benefits, accruals, and overtime.

1. I agree to work the approved work schedule and understand that I am expected to work my regular hours. I will be available to work these hours unless otherwise approved in advance by my manager. Worked time will be reported accurately.
2. I agree to maintain a safe and secure work space, protect County information and any County provided equipment.
3. I understand that this is a temporary policy for the purposes of maintaining the health and safety of personnel during the COVID-19 public health emergency and this policy may be terminated once the County deems social distancing no longer necessary.
4. I understand that I am expected to Stay At Home while telecommuting and follow the guidance of the State and the Oregon Public Health Authority. If essential errands must be run during my work schedule, I will record the appropriate leave to be taken in my time record.
5. I have read and agree to the Temporary Telecommuting Policy (Attachment A).

Employee's Certification:

I hereby affirm by my signature that I have read this Temporary Telecommuting Agreement, and understand and agree to all of its provisions.

Employee's Signature: _____ Date: _____

Department Head/Manager's Signature: _____ Date: _____

Columbia County Temporary Telecommuting Policy

April 2020

1. **Conditions of Employment:** The telecommuter's conditions of employment shall remain the same as for non-telecommuting employees; wages, benefits and leave accrual will remain unchanged.
2. **Communication:** While telecommuting, the employee will be reachable by telephone, text, or e-mail, during agreed-upon work hours. The employee and supervisor shall agree on expected turnaround time for assignments and the medium for responses.
3. **Hours of Work:** The telecommuter will have regularly scheduled work hours agreed upon with the supervisor, in which the telecommuter shall be available by telephone, text, or email. The telecommuter may be required to perform certain work duties on-site at the business office, as requested by their supervisor, in addition to their off-site telecommuting hours, as part of their regular schedule, or on an "as needed" basis.

Overtime work for a non-exempt employee will continue to require pre-approval by the supervisor.

4. **Personal Business:** Telecommuting employees shall not perform personal business during hours agreed upon as work hours except for essential personal business. For any essential personal business which must be taken care of during work hours, employees will record and utilize leave appropriately.
5. **Policies:** County policies, rules and practices and collective bargaining agreements shall apply at the telecommuting site. Failure to follow policy, rules and procedures may result in termination of the telecommuting arrangement and/or disciplinary action.
6. **Equipment:** Home worksite furniture and equipment shall generally be provided by the telecommuter. In the event that equipment and/or software is provided by the County at the telecommuting-site, the employee agrees to use County-owned equipment, records, and materials for purposes of County business only, and to protect them against unauthorized or accidental access, use, modification, destruction, loss, theft, or disclosure.

The County will repair and maintain, at the primary worksite, any equipment loaned by the County. The County may pursue recovery from the telecommuter for County property that is deliberately or through negligence, damaged, destroyed, or lost while in the telecommuter's care. The County does not assume liability for loss, damage, or wear of employee-owned equipment.

7. **Security:** Telecommuters will implement steps for good information security in the alternate workplace setting and will immediately report to their supervisor instances of loss, damage, or unauthorized access.

The employee is responsible for the safety and security of County items in the employee's possession. This includes maintaining data security and record confidentiality in the same manner as required when working at the regular County work site and complying with all federal, state and county rules and policies regarding personally identifiable information. Telecommuters will maintain up to date anti-virus applications and operating system security updates/patches on their personal equipment, when using it to connect to County resources, or on any County equipment that has been loaned to them for telecommuting.

8. **Home Work Site:** The telecommuter must establish and maintain a dedicated workspace that is quiet, clean, and safe, with adequate lighting and ventilation.
9. **Internet/Telephone/Incidental Costs:** Internet costs are the responsibility of the telecommuter and will not be reimbursed by the County.

Long distance calling costs should be managed in the most efficient manner possible, and the manner should be preapproved and stated in the Telecommuting Agreement. Options include a County provided calling card, a County provided cell phone, an employee cell phone for which the employee receives a stipend, or reimbursement of business calls on an employee's home phone bill. If reimbursement is approved, the telecommuter must submit a copy of their itemized phone bill, with the applicable charges highlighted and a description of the business purpose for each highlighted call.

Unless otherwise stated in the Telecommuting Agreement, all incidental costs, such as residential utilities, cleaning service, etc. are the responsibility of the telecommuter.

Necessary office supplies should be obtained from the County. Telecommuters will not be reimbursed for office supplies normally available in the office, unless pre-approved by their supervisor.

10. **Injuries:** Telecommuters should report any work-related injuries to their supervisor immediately and comply with all County policies covering an on-the-job injury. The determination of compensability for remote work site injuries/occupational disease shall be made in the same manner as any other off-site location for purposes of Worker's Compensation.

Telecommuters agree to hold the County harmless for injury to others at the alternate workplace that would not otherwise be in the work area if the duties were being performed at the regular place of employment. The County's liability for job related accidents will continue to exist if the injury was incurred in the reasonable course and scope of the employee's job duties and during the telecommuter's scheduled hours of work (as articulated within the Telecommuting Agreement) since the telecommuter's alternate work space shall be considered an extension of the regular County work site.