**Telework Policy**

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 (ORGANIZATION] 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 the [ORGANIZATION]’s office. Employees who work with confidential information will be assessed on a case-by-case basis.

Participation in [ORGANIZATION]’s telework program is at [ORGANIZATION]’s option. [ORGANIZATION] may terminate the employee’s telework privileges at any time with reasonable advance notice (discussed below).

**Eligibility**

Employees seeking formal telework arrangements must meet, at a minimum, the following requirements:

* Employed with [ORGANIZATION] for a minimum of six months of continuous, regular employment at the time the telework arrangement is requested;
* Demonstrated excellent working habits; and
* Employed in a position that is suitable for Telework (determined by the employee’s supervisor).

[ORGANIZATION] 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 [ORGANIZATION]’s determination of whether providing telework as an accommodation would create an undue hardship on [ORGANIZATION]’s operations).

[ORGANIZATION] 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 [ORGANIZATION]. *See* “Requesting a Telework Arrangement,” as discussed below.

**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 informal telework arrangements are made on a case-by-case basis, focusing first on the business needs of Employer.
* Any telework arrangement made 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 his/her manager will each complete an evaluation of the arrangement and make recommendations for continuance or modifications.
* [ORGANIZATION][ORGANIZATION]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 [ORGANIZATION] 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 his/her 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.
* Employee’s salary, benefits, worker’s compensation, and other [ORGANIZATION] insurance coverage will not change due to telework, if the working hours remain the same.
* A non-exempt, teleworking employee shall not work overtime unless the employee has received prior approval from the supervisor. Failure to obtain prior approval for overtime work may result in discontinuation of telework and/or other appropriate disciplinary action. Non-exempt employees are responsible for accurately recording all hours worked, including time spent after the close of normal business hours to respond to work-related email or text messages.
* Travel from Employee’s home to Employee’s assigned [ORGANIZATION] work location will be considered commuting mileage and will not be reimbursed.
* Professionalism in terms of job responsibilities, work products, and customer or public contact will continue to follow the same high standards as currently being met by [ORGANIZATION]’s employees at their onsite work locations. ***Employees will be expected to adhere to all [ORGANIZATION] policies during the course of Employee’s telework arrangement with [ORGANIZATION].***
* Employee understands that telework is not a substitute for dependent care or care for others. The employee agrees to make arrangements necessary to ensure the employee is able to apply full attention to duties and assignment 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 [ORGANIZATION]’s discretion. Every effort will be made to provide 30 days’ notice of such a change to accommodate commuting, child care and other problems that may arise from such a change. There may be instances, however, when no notice is possible.

**Work Site**

* A designated workspace shall be maintained by Employee 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 employee’s designated workspace is suitable for telework, [ORGANIZATION] retains the right to make on-site inspections of the workspace, including a home workspace, at mutually agreed-upon times.
* [ORGANIZATION] 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.
* [ORGANIZATION] is not liable for damages to the employee’s property that may result from participating in the telework program.
* Employees are advised to contact their insurance agent and tax consultant for information regarding taxes/deductions associated with home work sites and coverage for equipment that is damaged, destroyed, or stolen. [ORGANIZATION] will not provide tax or insurance advice.

**Supplies, Equipment, and Software Usage**

* Equipment provided or purchased by [ORGANIZATION] for Employee to assist with telework will be maintained by [ORGANIZATION]. All provided and purchased equipment must be returned to [Organization] when the employee is no longer telework, or when employment has been terminated. [ORGANIZATION] does not guarantee the purchase of equipment for a teleworking employee. Employee will be responsible for taking all necessary action to protect [ORGANIZATION]’s equipment against damage or theft.
* Equipment supplied by Employee, if deemed appropriate by [ORGANIZATION], will be maintained by the Employee. [ORGANIZATION] accepts no responsibility for damage or repairs to employee-owned equipment. [ORGANIZATION] reserves the right to make determinations as to appropriate equipment, subject to change at any time. Within one week of beginning a telework arrangement, Employee must provide [ORGANIZATION] with a list of equipment Employee is supplying that will be used in connection with the telework arrangement.
* 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 manager.
* Employee will provide his/her own Internet access and equipment necessary to access the Internet. When using a public network, Employee must access [ORGANIZATION]’s Virtual Private Network to ensure that internet transmissions are secure.
* Use of [ORGANIZATION] equipment, communications and software systems by telework employees is subject to [ORGANIZATION]’s policies on “Communications and Software Systems” as described in this handbook.
* A computer used for [ORGANIZATION]’s business must be plugged into a surge protector and have current virus protection maintained.
* Materials designated by [ORGANIZATION] as “Confidential” shall not be removed from the [ORGANIZATION]’s on-site work location or accessed through the computer unless approved in advance by Employee’s manager and the appropriate security access administrator.
* Employee shall promptly notify his/her manager when unable to perform work assignments due to the equipment failure or other unforeseen circumstances. The employee may be assigned to another project and/or a 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 telecommute.
* [ORGANIZATION] may pursue recovery for [ORGANIZATION] property 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.

**Security**

Teleworking employees must protect [ORGANIZATION]’s information from unauthorized disclosure or damage in compliance with Federal and Oregon law, and [ORGANIZATION]’s rules and policies. Work done at an employee’s telework site is regarded as official [ORGANIZATION] business. All records, documents, and correspondence, either in paper or electronic form must be safeguarded for return to [ORGANIZATION]. Destruction of records should be done only in accordance with Oregon or federal law and [ORGANIZATION] policy, and with the knowledge of the employee’s supervisor. Electronic/computer files are considered [ORGANIZATION] records and shall be protected as such. Employees must surrender all [ORGANIZATION]-owned equipment and/or data documents immediately upon request.

**Requesting a Telework Arrangement**

Employees interested in requesting a telework arrangement should speak with \_\_\_. Employee and his/her manager must discuss the suitability of a telework arrangement and consider: (1) whether the job performed by the Employee is appropriate for telework; (2) equipment needs; (3) workspace considerations; and (3) scheduling issues. If Employee and his/her manager agree on these issues, a telework agreement will be prepared and signed by all parties.

**Discipline**

If an employee violates any term of this policy, or the Telework Agreement, the employee’s telework privileges will be immediately revoked and the employee may be subject to discipline, up to and including termination.

The [job title] or an employee’s supervisor may terminate the employee’s telework privileges at any time.

**Telework Agreement**

This Telework Agreement is made by and between:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Employee **AND** Employer

**INTRODUCTION**

A. Employee is currently employed by [organization] as a “Regular Full-time” employee in the position of [position title], an [Non-Exempt or Exempt position as described in the [organization] Employee Handbook (see “Employment Classifications”).

B. Employer and Employee agree to begin a telework arrangement whereby Employee would work from home starting \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

C. Employee understands that telework is a cooperative arrangement between [organization] and Employee, not an entitlement.

D. Telework arrangements can be modified at any time by [organization] or by mutual agreement between [organization] and the Employee. The Agreement can be terminated at any time by either party.

E. The provisions of the [organization] Telework Policy are incorporated by reference and apply unless and to the extent specific provisions or policies are contradicted or expressly superseded by this Telework Agreement.

**AGREEMENT**

**I. CONTINUATION OF BASIC TERMS AND CONDITIONS OF EMPLOYMENT**

**A. Job Duties.** The Employee's work status, job duties, and responsibilities will remain essentially unchanged as a result of this Agreement, except [organization] may require additional duties of the Employee, including periodic meetings with, or written reports to, a supervisor regarding work progress. The Employee will remain obligated to comply with all [organization] rules, policies, practices, and procedures, including the safeguarding of confidential information, except as may be modified in this Agreement.

**B. Compensation.** The Employee’s compensation by [organization] is not affected by this Telework Agreement.

**C. Agreement Obligation.** This Agreement is not a contract or promise of employment. Nothing in this Agreement guarantees employment for any specific term or affects the at-will employment status of Employee, as described in the [organization] Employee Handbook.

**D. Work Hours**. Normal work hours for this position are [beginning and ending time] Monday through Friday with [number] minutes for lunch or as otherwise agreed. [However, if this is an “exempt” position, actual work hours may vary depending on specific work activities.] The Employee needs to be accessible during normal work hours except as arranged with supervisor.

**II. TELEWORK EQUIPMENT AND SUPPLIES**

**A. Home Office Furnishings and Maintenance.** The Employee is responsible for the costs of establishing and maintaining the home work area unless other arrangements are made with [ORGANIZATION].

**B. Telework Equipment.** [organization] may, in its sole discretion, provide Employee certain equipment such as computer hardware, software, and telephone service deemed necessary to perform assigned work off-site.

It is understood that such equipment is the sole and exclusive property of [organization] and is subject to the same business use restrictions as if it were on-site. The Employee will not move the equipment from the designated work area, except as may be necessary to return the equipment to [organization]. Except for normal wear and tear, Employee shall be responsible for the condition of the equipment, and for damages caused by unauthorized use of such equipment.

**C. Notification of Equipment Failure.** You are expected to notify your supervisor as soon as possible of equipment malfunction or failure. In the event of such malfunction or failure, [organization] may, at its sole discretion, supply you with temporary use of [organization]-owned equipment or require you to work at the office.

**D. Unauthorized Use of [organization] Property.** The equipment, supplies, and other property provided by [organization] is provided exclusively for use in providing services to [organization]. It may not be used by any person not employed by [organization] (including household members), except as may be required for business-related reasons.

**E. Return of [organization] Property.** The equipment, supplies, and other property provided by [organization] should be returned within 2 days of [organization]’s request unless other arrangements are agreed to. Upon termination of employment, all equipment, supplies, documents, and other [organization] property, specifically identified on Attachment B, must be returned promptly to [organization]. In the event the telework arrangement set forth in the Agreement ends, the Employee's obligation to return [organization] property continues.

**III. SAFETY**

**A. Designated Work Area.** The Employee is required to maintain a designated work area at home and must certify that this work area is safe before the telework arrangement begins. The Employee should only work in this designated work area. No individuals, including friends or work associates, should have access to this work area during designated hours of work unless authorized beforehand.

**B. Maintenance of Work Area.** The Employee shall maintain the home work area free of safety hazards and other dangers and shall use and maintain equipment and supplies in a safe and appropriate manner.

**C. Work Area Inspections.** The Employee agrees that [organization] has the right to make periodic visits to your home office to audit your compliance with these safety standards, and to ensure compliance with policy and this Agreement. Reasonable efforts will be made to schedule such visits in advance.

**D. Reporting of Injury.** The Employee must report any work-related injuries to your Supervisor immediately, but no later than 24 hours after such injury, using the standard injury reporting process. This is no different than the expectation of an employee when working in the office. The Employee agrees that it may be necessary for a [organization] representative to visit your home office to investigate an injury report.

**E. Taxes and Insurance.** [organization] makes no representations on the personal tax and insurance implications of this telework arrangement; it is the Employee's obligation to address these issues on his/her own.

**IV. WORK AND FAMILY**

This telework arrangement is not to be viewed as a substitute for family care arrangements. There should be a designated person present to provide primary care during employee work hours if dependents are present in the household premises. [organization] expects that the Employee will make family care arrangements as needed and that such obligations will not interfere with his/her work obligations and the safety obligations identified in this agreement and in the Telework Policy. The Employee may undertake family care obligations on a temporary basis only with prior [organization] approval. The Employee acknowledges and agrees that potential distractions and conflicting demands must be resolved in advance of starting this telework arrangement or as they arise.

**V. WORK SCHEDULE**

The Employee agrees to abide by the work schedule set forth in Section D - Work Hours, which may be amended from time to time by your Supervisor or by mutual agreement. The Employee acknowledges and agrees that compliance with this schedule is necessary to ensure maximum accessibility. Requests for vacation and sick leave will be handled the same as if the Employee was at the office, including prior notification.

**VI. TERMS OF THIS ARRANGEMENT**

Nothing in this Agreement affects the Employee’s at-will employment status or guarantees the Employee a telework arrangement for any specific term. This Agreement is subject to modification at any time by [organization] or by mutual agreement between [organization] and the Employee. Employee’s agreement to telecommute is strictly voluntary. This agreement can be terminated without penalty by either party at any time.

**VII. MISCELLANEOUS**

Both parties agree that this Agreement supersedes any previous written or oral agreements between them relating to the same subject matter and represents the entire agreement regarding telework arrangements. The Employee agrees to abide by the terms stated in this Agreement and its attachments.

The undersigned acknowledges they have read, understand, and agree to the terms and conditions of this Telework Agreement:

Employee Date

Supervisor Date