

PACIFIC COUNTY

Remote Work Policy

Section 1. Policy Statement

Pacific County recognizes the potential benefit of teleworking, and remote working to the county and individual employees on a limited basis.

For represented employees, the collective bargaining agreements (CBA) supersede specific provisions of agency policies with which it conflicts.

Section 2. Definitions

Duty Station: The location where the employee's worksite is located or work is performed on a permanent basis. An employee's official duty station is designated by the agency.

Remote computing is occasional ad hoc remote access from an alternate site, such as while traveling on business or working out of the employee's primary personal residence. Remote access may connect to the County information services as authorized by the immediate supervisor.

Remote Work is the overarching term that includes the specific manner in which employees may work outside of the employee's duty station.

Remote Work Agreement is the document outlining the agreement between the employee and the supervisor regarding the terms allowing the employee to work remotely. ([Attachment B](#))

Telework is the use of telecommunications and computer technologies to allow employees to perform assigned duties at locations other than the assigned duty station during identified work hours. Telework means working from the employee's home or alternate worksite near the employee's home, rather than from their assigned duty station.

Section 3. Framework

The supervisor may authorize remote work for a period of up to and not to exceed twenty-one (21) work days within one calendar year.

For any time period in excess of twenty-one (21) work days within a calendar year, a Remote Work Agreement shall be required. Remote Work Agreements shall require prior approval of the Board of County Commissioners.

Any agreements are subject to business needs, customer service needs and employee performance or attendance and may be denied or rescinded for any of these reasons. The terms of the arrangement will be stated in the signed Remote Work Agreement.

Additionally, such arrangements may be designated by the supervisor to cover critical functions during a natural disaster, building closure, pandemic or as part of an agency emergency response plan.

Remote Work options for telework shall be limited to locations in Pacific County, except for those employees who live in adjacent communities bordering Pacific County.

Section 4. Eligibility and Other Requirements or Considerations

All employees (which includes regular, non-regular, project, employees in review periods, etc.) have the opportunity to request participation with consideration being given to the following requirements or considerations:

- An employee's salary, job duties and responsibilities, work schedule and county-provided benefits do not change as a result of an approved Remote Work Agreement.
- Employees currently involved in corrective or disciplinary action may not be eligible to participate, which will be assessed on a case-by-case basis.
- Managers should consider cost-benefit as part of the proposed Remote Work Agreement. The nature of the job, equipment requirements, additional agency costs, and expected results are considerations for individual determinations.
- Existing Civil Service Rules, Collective Bargaining Agreements (CBA) regarding leave, hours of work and scheduling work; Fair Labor Standards Act (FLSA) rules on overtime; Office of Financial Management (OFM) and COUNTY travel policies and regulations shall apply to everyone working with an approved Remote Work Agreement. When staff is teleworking in a Remote Work Agreement, the alternate worksite is the official duty station for travel expense voucher purposes except that travel to and from the employee's regular county office shall not be a reimbursable expense.

While all employees may request Remote Work as delineated within this Section, the approval of Remote Work must be authorized in accordance with Section 3 of this policy.

Section 5. Work Hours/Accessibility

While a Remote Work Agreement may facilitate employees working around family responsibilities, it is not intended to be a substitute for family care. The employee shall not have the primary responsibility for child care, dependent adult care, or other duties not ordinarily part of his or her job duties during working hours.

Employees will remain accessible to their supervisor, co-workers and customers, as agreed upon and as stated in the approved Remote Work Agreement.

Section 6. Current Remote Work Agreements

In order to respect those employees who are currently working via a Remote Work Agreement, there will be a provision to allow for return to work at their official duty station through July 31, 2023.

Section 7. Review and Approval

The County will be responsible for coordinating any updates or rescinding of this policy or its associated procedure(s) (Attachment A).

ATTACHMENT A

Procedures for Remote Work Policy

| Key Function | Activity | Person(s) Involved |
|--|--|------------------------------|
| Complete Remote Work Agreement | Use the Remote Work Agreement form to request remote work in excess of twenty-one (21) work days. Supervisors should forward Agreement to BOCC for consideration of approval. | Employee Supervisor |
| Coordinate computer services and support | Computer systems need to be organized and arrangements made for adequate equipment and support. Submit an IT request to arrange for access to appropriate software. | Employee Supervisor IT |
| Set expectations and follow-up | Ensure all expectations about job responsibilities and accomplishments are documented in writing, shared with the employee, and will be monitored by the supervisor. | Supervisor Employee |
| Review agreement | After BOCC approval, review the Remote Work Agreement for current applicability. | Supervisor Employee |

PROCESS: Request a Remote Work Agreement

| Steps | Activity or Event(s) | Person(s) Involved |
|-------|---|---|
| 1 | Employee completes the Remote Work Agreement form and forwards to supervisor. | Employee |
| 2 | Supervisor reviews and forwards Remote Work Agreement to BOCC for their approval/denial. | Supervisor Board of County Commissioners |
| 3 | After BOCC consideration, a copy of approved/denied Remote Work Agreement is provided to the Supervisor. A copy is placed in the employee's personnel file and Supervisor gives copy to employee. | Board of County Commissioners Supervisor |
| 4 | With assistance of the Supervisor, the employee requests IT to set up remote access services, attaches the approved Remote Work Agreement. | Employee Supervisor |
| 5 | IT confirms there is an approved Remote Work Agreement and coordinates setup of remote access services with employee. | IT Employee |
| 6 | Supervisor monitors arrangement and works with employee to adjust or update as applicable. | Supervisor Employee |

ATTACHMENT B

Pacific County Remote Work Agreement between Pacific County and Tori Howell_____

This memorandum shall serve as an Agreement between the employee named above and the Department/Office of _Health and Human Services_ through which the employee will be designated as a Remote Worker under the Remote Work Policy and allowed to perform the duties and responsibilities of his/her position from a location other than the primary duty station located at _South Bend, WA_. This Agreement shall be referred to as the "Remote Work Agreement" and is authorized on a) a trial basis, or b) for the period designated below. As the employee approved for remote work, it is important for you to understand that we, as the employer, may change any of the conditions or requirements of the agreement at any time during the period of the agreement. Also, management reserves the right to cease this arrangement altogether at any time.

1. **DURATION:** This agreement will be valid beginning on 08/01/2023_____and ending on _07/31/2024_____.
2. **WORKING LOCATION:** As an employee approved for remote work, you agree to maintain an office or adequate work space at your residence located at _____.
3. **WORKING HOURS:** You are expected to be productive and actively engaged in work for all hours (indicated below) with a minimum of ½ hour break for lunch, while working from your home office during the period of this agreement.

| Day | Start time | Lunch Break | End time | Worksite (home/or office) |
|-----------|------------|-------------|----------|---------------------------|
| Sunday | | | | |
| Monday | 7:00 | 11:00-11:30 | 2:00 | Home |
| Tuesday | 7:00 | 11:00-11:30 | 2:00 | Home |
| Wednesday | 7:00 | 11:00-11:30 | 2:00 | Home |
| Thursday | 7:00 | 11:00-11:30 | 2:00 | Home |
| Friday | 7:00 | 11:00-11:30 | 1:30 | Home |
| Saturday | | | | |

When necessary, we may inform you in person, via email or telephone of work that will require your presence in person at the office or other assigned site. We will do our best to give you at least 24 hours' notice, but shorter notice is possible and acknowledged. As an employee approved for remote work, you agree and understand that being a remote worker requires that you be able to devote 100% commitment to working during the regular work hours specified above and that you will ensure that household duties, including child care, do not interfere with work time or are not conducted or performed during the normal work time.

4. **TELEPHONE/COMPUTER/NETWORK & EQUIPMENT ACCESS & USE:** As an employee approved to be a remote worker, you agree and understand that you will be expected to be accessible by telephone and thus will maintain a telephone line that can be used for phone calls at your own expense. You agree and understand that there may be times when you will incur telephone charges in the performance of your duties and will do so at your own expense, without expectation of reimbursement.

As a County employee, you will be issued the appropriate access in order to access the Information Technology network for work related assignments and responsibilities. Access to other systems will be authorized by your supervisor based on your specific job duties and responsibilities and your supervisor will coordinate with IT on such access as necessary.

During the period of this telecommuting agreement, the county will provide you with a County computer for your use in carrying out the duties and responsibilities of your position. You are authorized to use this computer and the network access referenced above in accordance with all applicable County computer use and information technology policies. Failure to adhere to institutional computing and IT use policies may result in revocation of use privileges, revocation of this telecommuting agreement, and possibly termination of employment. You will be required as a condition of employment to maintain internet access from your home office. The specific list of equipment provided to you for use under this agreement includes: _Laptop, Laptop backpack, mouse, keyboard, Plugable brand docking station _____

It will be your responsibility to ensure the appropriateness and safety of the equipment at all times. The equipment must be protected against damage and unauthorized use. County owned equipment will be serviced and maintained by the County. Equipment provided by the employee will be at no cost to the County, and will be maintained by the employee. You agree not to use County equipment for personal purposes.

5. **WORK ASSIGNMENTS:** You will receive your work assignments from your immediate supervisor on a daily basis at the beginning of the work week, or as necessary. Work assignments may also be communicated by phone or sent by email. If there are any questions or concerns about your assignments, you are expected to inform your immediate supervisor of them at the time of receipt.
6. **PHYSICAL HOME OFFICE SPACE, LIABILITY:** You agree to have a designated work area in your home. If there are any injuries while you are working, the workers' compensation coverage will be limited to occurrences in the designated work space (or during work-related travel). Also, if such an injury were to occur, it will be investigated in accordance with the standard workers' compensation procedures. If there is an illness or injury, which is a result from the condition of this home office arrangement, the County is released from any possible liability. The County will not be liable for damages to the employee's property that results from participation in the telecommuting program. The County will not be responsible for visitors or family injured at the work site. Under the terms of this agreement, you are responsible for setting up an appropriate work environment within your home. The County will not be responsible for any cost associated with the setup of a home office.

Upon your request, the County will consult with you on any modifications or requirements to operate County owned equipment at the home office. By signing this agreement, you acknowledge that your home work area meets reasonable standards to include health and safety requirements (including an ergonomically sound workstation) and promise to maintain it in the condition for the duration of the telecommuting period.

7. **CONTINUATION OF REMOTE WORK OUT OF STATE:** The County agrees to the renewal of permission for your continued, out of state, Remote Work on a grandfathered basis. This is a specially approved exception made to the Remote Work Policy that was developed in response to the COVID-19 pandemic, was amended in 2022, and remains in effect. This grandfathered Remote Work Agreement may be revoked by the County in accordance with *Attachment B, paragraph 8*.

8. **CURTAILMENT OF THE AGREEMENT:** The employee's supervisor may terminate participation in this agreement at any time. Management also reserves the right to remove the employee from the program at any time. The employee agrees to limit performance of officially assigned duties to the work location specified in paragraph 2. Failure to comply with this provision may result in termination of the Remote Work Agreement, and other appropriate disciplinary action.

During the period of this agreement, the employee agrees that he/she shall be covered by all County policies and procedures surrounding employment. The dates shown in the duration section are not to be construed as a contract and do not guarantee continuation of employment during the period.

By signing below, I Tori Howell, accept the terms and conditions of this agreement, as provided to me by the County. I understand what is expected of me during the period of this Remote Work Agreement. If there are any concerns regarding this arrangement, I will immediately alert my supervisor for clarification and resolution.


Employee signature

05/01/2023
Date

APPROVED this _____ day of _____, 20____

BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

Chair

ATTEST

Clerk of the Board