

Memorandum Of Agreement (Telework Revisions)

I.

Parties to the Agreement

The parties to this Memorandum of Agreement (hereafter referred to as “MoA”) are Multnomah County, Oregon, (hereinafter referred to as “County”), and Local 88 of the American Federation of State, County and Municipal Employees, AFL-CIO, (hereinafter referred to as “Union”).

II.

Background

1. On July 6, 2021, the County notified the Union of its intent to modify its Personnel Rules concerning telework. On the same date, the Union sent notice to the County demanding bargaining over these changes.

2. The parties agree that encouraging teleworking provides opportunities for the County and its employees that are mutually beneficial.

2. The parties entered negotiation over this matter and the following agreement was reached.

THEREFORE, the parties have reached the following Agreement:

III.

Agreement

1. The parties have agreed to modify the Multnomah County Personnel Rule 3-65 as attached to this Agreement as Exhibit A.

2. For routine teleworkers, the County agrees to pay forty dollars (\$40) per month for internet/utility stipend and five hundred dollars (\$500) equipment allowance. For eligible hybrid teleworkers, the County agrees to pay twenty dollars (\$20) per month for internet/utility stipend and five hundred dollars (\$500) equipment allowance.

3. The parties have established labor-management committees in each bargaining unit and within the general unit, within each Department. If requested by the Union, the parties will review modifications, denials and rescissions of specific telework agreements particularly if there is an appearance of a pattern or lack of consistency with the personnel rules or terms of the Collective Bargaining Agreement.

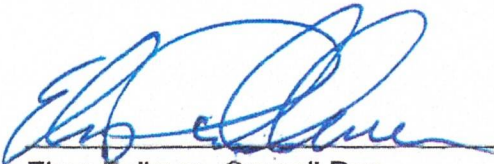
4. During interim bargaining over the telework personnel rules, the County identified that it wasn't able to accommodate requests for international telework agreements, not because it was

philosophically opposed, but because of the administrative burden, potential costs, as well as known and unknown legal problems associated with approving international telework. If these issues and problems diminish or are resolved through legislation or other means, the parties may elect to revisit this subject.

5. The terms of this Agreement are enforceable under the "Settlement of Disputes" provision (grievance and arbitration) of each of the respective Collective Bargaining Agreements.


AGREED to this date, November 9, 2021.

For the Union:



Eben Pullman, Council Rep.
AFSCME Local 88

For the County:



Shelly Kent, Labor Relations Dir.
Multnomah County

Personnel Rule # 3-65 Telework

§§:

[§ 3-65-010 Purpose](#)

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§ 3-65-010 Purpose

The telework policy demonstrates how Multnomah County strives to enhance organizational and operational efficiency while enhancing the quality of life in Oregon. Telework is an employment arrangement that may be used to accommodate needs of employees, maintain productivity of employees, boost efficiency in the use of space, reduce operational costs, and lessen the environmental impact of vehicle travel, while ensuring the County is meeting the needs of the community that it serves.

The County encourages the use of telework in situations where it will be mutually beneficial to employees, the County, the County's stakeholders, and the public. Telework is one of several work options used at the manager's discretion, such as flexible work schedules and job sharing. The purpose of this rule is to define telework guidelines and procedures and covers all County employees including on-call and temporary.

§ 3-65-020 Definitions

County Owned Equipment/Devices: Includes computer devices, electronics, furniture, and other devices, such as for ADA accommodations, provided by the County.

Primary County Work Location: An employee's assigned place of work or duty station at a County location.

Regular Office Hours: Assigned hours during the day when the employee is available and expected to work.

Telework: A work arrangement that allows an employee to perform work during a part of regular, paid hours at a telework location.

- A. **Ad Hoc Telework:** Work at a telework location is unscheduled, infrequent, or as needed.

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- B. **Hybrid Telework:** An assigned schedule that is a combination of working onsite in a County building and at a telework location. Hybrid may include partial day telework arrangements, but an employee will not be paid to commute to or from a telework site to a County building as part of their regular schedule. This does not preclude an employee from requesting to flex their schedule with manager approval or commuting during meal or rest periods.
- C. **Routine Telework:** An assigned schedule at a telework location all or most of the time or field location to a telework location.

Teleworker:

- A. **Ad-Hoc Teleworker:** An employee that regularly works at a County building/office/field location and telework is unscheduled, infrequent, or as needed.
- B. **Hybrid Teleworker:** An employee that has an assigned schedule that is a combination of onsite in a County building/office/field location and telework from a telework location.
- C. **Routine Teleworker:** An employee that is assigned a telework schedule all of the time, and only works onsite in a County building/office/field location unscheduled, infrequently, or as needed.

Telework Agreement: A written agreement between the County and the employee outlining the telework hours and expectations. The Telework Agreement can be found in Workday.

Telework Location: A location that is approved for teleworking, which could be a location provided by the employee. Due to legal and administrative complexities, other than the State of Washington, any teleworking that occurs outside of the State of Oregon requires County approval and international teleworking is prohibited. Such out of state requests will be evaluated for feasibility and approved if implementation doesn't cause an administrative burden and/or significant costs for the County. If the County denies a request for out of state telework, it shall provide the rationale for the denial to the employee in writing (such as the employee's request to work from a state that doesn't provide reciprocity on workers' compensation. The County shall provide a resource page that is frequently updated identifying where there is a restriction and description of that restriction for out of state teleworking.

§ 3-65-030 Eligibility

- A. An employee is eligible for telework with the approval of the employee's manager. The County has decision making guidelines referred to as the Telework [Suitability Assessment](#), that will be used by managers and employees for consistent decision making across the County. Each telework assignment should be reviewed for costs and benefits, such as the nature of the job, and equipment requirements, as expected results. It should be the intention of the employee and the manager to work through this assessment collaboratively. If an employee disagrees with the manager's assessment,

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they may request a written explanation from the manager. The telework assignment should not create unreasonable risks or staffing issues for the County.

B. In addition to the decision making guidelines, managers shall consider the following factors when approving employees for telework including the telework location and the type of telework arrangement: job duties

1. Staffing needs for the communities we serve can be met under the proposed telework request.
2. Apply an equity lens when considering telework schedule requests. A manager's decision will be in alignment with the County's Workforce Equity Strategic Plan and Core Competencies.
3. The employee can accomplish their job without being on the premises for an agreed upon portion of the employee's regular work schedule without detrimental impact on business needs or a negative impact on performance, and employee performance can be assessed remotely.
4. If job duties or County systems as they presently exist make telework less feasible or infeasible, employees can submit a request at a future date if circumstances change. A telework agreement may not be the impetus for an employee being exempted from assigned job duties.
5. The employee will have access to the appropriate equipment at the telework site including a computer that has internet and system access, and other equipment as appropriate to the employee's job.
6. **Employee satisfaction:** An employee's trial service status or familial status shall not be considered or form the basis for the denial of a telework agreement.

§ 3-65-040 Policy

A. Prior Authorization

Employees are not authorized to telework without prior written approval from their manager. Ad hoc telework may be approved verbally by the manager.

B. Departmental Policies

Each County manager is responsible for determining the positions under their supervision that are appropriate for telework. County Departments may develop policies on telework to supplement this Personnel Rule as necessary. Department policies shall not diminish the rights provided for employees in these personnel rules. Departments shall notify the certified bargaining agents consistent with the law and applicable Collective Bargaining agreements of any Department level policies.

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C. Telework Agreement for Routine or Hybrid Telework

1. A Telework Agreement will be completed before an employee begins Routine or Hybrid Telework. A Telework Agreement is not required for Ad Hoc teleworking.
2. The Telework Agreement must clearly outline the following:
 - a. Telework schedule: The employee's work schedule shall be outlined and be in compliance with wage and hour laws, Multnomah County Personnel Rules (MCPRs), and any applicable collective bargaining agreement. The Telework Agreement must specify which hours the employee will work on County premises and which hours will be worked off County premises.
 - b. Location: The regular location of the telework site must be stated. The manager must consult with their Department Human Resources Unit and Risk Management if there is any question regarding the appropriateness of the location as a telework location. If an employee wants to work at a different location than stated in the Telework Agreement, they must seek advance approval from their manager. Availability: The means by which the employee can be reached during off-premises work.
 - c. Evaluation: The criteria that will be used to evaluate the success of the telework assignment and how often the telework assignment will be evaluated. At a minimum, the Telework Agreement must be evaluated by the manager with the employee annually along with the annual Performance, Planning, and Review (PPR).
 - d. Use of County Resources: List any County owned resources the employee will use off-premises and the terms and conditions under which such resources will be used. Use of County systems and mobile devices shall comply with Multnomah County Personnel Rules (MCPRs), including but not limited to, [MCPR § 3-35-050 Acceptable Use](#) and [MCPR § 3-37-050 Permissible and Prohibited Uses of County-Owned Mobile Devices](#).
 - e. Use of Employee's Resources:
 1. List any employee resources that may be used and costs that may be compensated by the County.
 2. Employees must sign an acknowledgement that usage of their personal property that contains work records is subject to public records law, as well as other state and federal laws, such as Health Insurance Portability and Accountability Act (HIPAA).

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3. Upon request, employees will provide to the County any work records on personal devices and third party websites used for work purposes, including but not limited to emails, electronic documents, texts, chats, voicemails, and social media posts, whether or not the employee is compensated for its use in accordance with [MCPR § 3-35-045 Employee Privacy Expectations](#) and [MCPR § 3-37-055 Confidentiality of Systems and Information](#), to the extent required by public records laws and other legal requirements. The County may use this information in disciplinary or other legal proceedings.

D. Ad Hoc Telework

1. Managers may approve Ad Hoc Telework to allow employees to work remotely for reasons that are inclusive of the policy's purpose as defined in Section § 3-65-010 of this rule.
2. Ad Hoc Telework will be permitted with the authorization of the employee's manager, on a case-by-case basis.
3. If a manager determines that an employee performs telework on a regular basis, rather than on an ad hoc basis, the telework then becomes Hybrid or Routine Telework and a Telework Agreement must be entered into.

E. Terms of Employment

1. Telework does not otherwise alter the basic terms and conditions of employment including wages, overtime compensation, insurance benefits, paid leave, salary reviews, worker's compensation, etc, subject to applicable laws.
2. County and departmental policies, rules, and practices shall apply at the telework location, including, but not limited to those governing:
 - a. communicating internally and with the public
 - b. [employee rights and responsibilities](#)
 - c. [time tracking systems](#),
 - d. [use of technology](#),
 - e. [use of social media](#),
 - f. [use of mobile devices](#)
 - g. facilities and equipment management,
 - h. financial management,

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- i. information resource management,
- j. purchasing of property and/or services
- k. security and confidentiality of data
- l. [records management](#), and
- m. Safety.

F. Work Hours and Accessibility

1. Work Hours and Scheduling

- a. Telework arrangements must comply with any applicable collective bargaining agreement and state and federal laws including wage and hour laws which regulate the payment of overtime for non-exempt employees. This includes the scheduling of rest and meal breaks even while the employee is working at a telework location.
- b. Employees must receive advance approval from their manager for any overtime work or flexing of their telework schedule beyond the established working hours in the telework agreement. Employees must also report to their manager any absences from duty during telework hours in the same manner as if they were scheduled to be at their assigned county work location.
- c. Employees will be compensated for travel in accordance with Multnomah County [Administrative Procedures](#) and/or [Collective Bargaining Agreements](#). Any travel from the telework location and meetings at locations other than the employee's primary County work location shall be compensated in accordance with state wage and hour laws and/or collective bargaining agreements.

2. Adequate Time in Office

- a. The amount of time spent teleworking during a work week may vary according to each job, equipment needs and the individual Telework Agreement. Employees may need to have regular office time for meetings, access to facilities and supplies, communication with other employees and with community and partners, and as directed by management.
- b. In-person business visits, meetings with external community and partners or regularly scheduled meetings with co-workers shall not be held at an employee's home or private residence.

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- c. Telework shall not adversely affect customer service or delivery, employee productivity, or the progress of an individual or team assignment.
- d. Hybrid and Routine Teleworkers shall attend in-person job-related meetings, training sessions, and conferences, as requested by managers. Teleworkers may be requested and should anticipate that for specific circumstances, they may be asked to come in and work onsite with short notice. It is also understood that employees have a legitimate need to plan ahead including transportation and commute, therefore employees should be given as much notice as possible, but at least seven (7) calendar days notice unless emergent circumstances exist. Emergent circumstances include, but are not limited to, emergencies and unforeseen staffing shortages. When possible and effective, alternatives may be offered instead of in-person attendance.

3. Availability

- a. Teleworkers will maintain availability during assigned work hours via means of communication mutually accessible to and agreed upon by both the employee and their supervisor, which may include phone, email, video-conferencing and/or chat.
 - b. The employee shall promptly notify the manager when unable to perform work assignments due to equipment failure or other unforeseen circumstances. Managers may reassign employees to another project and/or work location in the event of equipment failure.
4. Dependent Care: Employees should have plans for dependent care needs during their workday, so that dependent care responsibilities do not interfere with meeting performance expectations and completing work assignments. While telework may facilitate employees working around responsibilities for dependents (i.e. child, elder, etc.), employees should notify their manager if dependent care issues arise and may need to request to flex their schedule or take leave to remedy the situation.

G. County-Owned Equipment

1. All Personnel Rules, Administrative Rules, and department work rules regarding personal use of County equipment apply to employees using County equipment at a telework location, including but not limited to, [MCPR 3-35 Use of Information Technology](#).
2. It is preferred that County equipment be used for telework. The employee must exercise the same reasonable care for the equipment as would be expected in

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any County work location. Employees and managers can refer to personnel rules on use of county technology in teleworking.

3. The security of County property in the home is as important as it is in the office. Telework employees are expected to take reasonable precautions to protect County equipment from theft, damage, or misuse.
4. The employee may be held liable for damage caused by negligence, intentional damage or damage resulting from a power surge if no surge protector is used.
5. The appropriate division of the Department of County Assets will approve and provide for repairs to County owned equipment.
6. County equipment and/or software may not be used by other household members or any other non-county persons. County owned software may not be duplicated except as authorized in writing by the County's Information Technology Division.
7. A list of any County equipment that is issued to the employee to be used in a telework location should be tracked by the employee's department just as if the equipment was issued to be used by the employee at their primary County work location and/or on County premises. A list of the County issued equipment should also be maintained on the Telework Agreement and updated as needed.
8. The Information Technology Division will define the standards related to computer telework related equipment issues to the employee and will maintain a list of supported equipment.

H. Employee Owned Equipment

1. If County issued equipment is not available, such as in cases of short notice ad hoc teleworking, employees may use their personal computer equipment and/or software for telecommuting purposes.
2. The employee will be responsible for the maintenance of their equipment and software, and for ensuring that their software is free of viruses in accordance with the guidelines set forth by the County's Information Technology Division. Employees must follow approved policies and practices with regard to protecting data through the use of anti-viral software. Remote equipment connected to any County system must conform to County policy including the usage of encryption software or hardware. A user may not store protected data on any personal device.
3. The County will not be responsible for damages or losses that occur to the employee's equipment and real property resulting from teleworking.

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4. An employee needs to maintain a secure home computer according to the County's [Guidance for Using Personal Computer While Accessing County Resources](#) listed on the Commons.

I. Telework Product and Records

1. Work done on behalf of the County at the telework location is considered official County business. Products, documents and records used by/or developed while teleworking shall remain the property of the department and the County and are subject to department and County rules regarding confidentiality, disclosure, and records retention requirements.
2. Any records, products, or documents that are covered by HIPAA shall not be used at home without written permission from the employee's manager. Additionally, if any identifiable protected health information or personally identifiable information is electronically transmitted, it must be encrypted. If there are known or suspected breaches of confidentiality of protected health information or personally identifiable information, the employee must immediately report in accordance with MCPR 3-10 Employee Responsibilities.
3. The teleworker will apply approved safeguards to protect County records and property. All records, correspondence, and equipment must be kept in a secure location to prevent damage, theft, or unauthorized disclosure. Disposal of County records need to be in accordance with County rules and procedures, including but not limited to Administrative Procedures [PII-1 Collecting, Safeguarding and Disposing of Personally Identifiable Information, Section IV](#) and [REC-5 Records Destruction](#).
4. Release or destruction of any public records must only be done according to statute and regulations. The teleworker must adhere to confidentiality requirements of all data and records.
5. Teleworkers must seek advance approval from their manager before removing documents, files, supplies, or equipment from County premises to take to a telework location. Any such items should be promptly returned to County premises when the telework arrangement ends. Managers and teleworkers are responsible for maintaining an inventory of items that teleworkers remove from County premises and take to a telework location.

J. Workplace Safety and Health

1. The County's responsibility and accountability for employees' safety and health while teleworking is essentially the same as when employees work in an assigned County work location. For this reason, employees are required to

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- assess their work locations for physical hazards and ensure pathways used during the workday are free from obstructions.
2. Hybrid or Routine Teleworkers will be expected to set up and maintain the workspace so that it complies with all laws regulating work areas. This includes, but is not limited to, the following basic safety precautions:
 - a. Avoid obstructions in the work area.
 - b. Eliminate trip and fall hazards.
 - c. Set-up furniture and equipment using ergonomic principles prior to performing work.
 - d. Avoid using a single power outlet for computers and other electrical extension cords to avoid potential fire hazards.
 3. If Risk Management requires better understanding of the work site, Risk Management will assist by virtual methods as much as possible to minimize the need to assist in person.
 - a. Assistance in ergonomic set-up or adjustments follows Administrative Procedure RSK-29, which establishes the County's process for addressing ergonomic risk factors, and defines the responsibilities of each party involved in the ergonomic assessment and workstation modification process.
 4. Workers' Compensation
 - a. Standard workers' compensation practices apply and employees are covered by applicable laws for illness or injury occurring during the course and scope of work. If injured while working at a telework location and during telecommuting work hours, the teleworker must report the injury to the manager immediately, following standard County reporting procedures.
 - b. Compensability of all workers' compensation claims are thoroughly investigated by the designated Third Party Administrator. Depending on the nature and the severity of the injury, an on-site investigation may be initiated immediately upon notification. Securing the scene can be critical for OR-OSHA compliance and employer responsibility determination. The on-site investigation will be performed by Risk Management staff or an investigative service provider acting under the control of the Third Party Administrator. The investigation may include a site inspection with less

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than twenty-four (24) hours notice to the employee. Employees may elect to have a union representative present during the investigation.

- c. States that do not have reciprocity with Oregon will require a purchased insurance policy and all rules governing that state's workers' compensation processes will be the responsibility of the insurance company. Employees will be provided benefits based on the state from which they are teleworking.
5. Beyond the circumstances identified in paragraphs 3 and 4 above, the County does not anticipate any need for home inspections.

K. Reimbursable Expenses

1. Any variable expenses accrued as a result of the employee choosing to telework, will be approved in accordance with [Administrative Procedures](#). Routine teleworkers are eligible for reimbursements, allowances and stipends. Hybrid teleworkers are eligible for reimbursements and allowances and stipends if telework is a condition of employment as identified in the position description, OR if (1) the employee spends fifty percent (50%) or more of their time teleworking AND (2) the hybrid teleworker only has a shared work space available to them. The County will only reimburse the employee for expenses the employee would have borne if the employee were working in the office.
2. Supplies required to complete assigned work at the telework worksite shall be obtained from the County during the teleworker's in-office work periods. The County will not reimburse employees for their personal purchase of printer ink or toner.
3. Reimbursable expenses must be approved by an employee's manager in advance, documented in writing on the Telework Agreement form, and meet the requirements of the [Administrative Procedure FIN-4](#) Miscellaneous Expense Reimbursement.

L. Training

Hybrid and Routine teleworking employees and their manager must sign up for the County online and on demand Telework training and participate in the class within three (3) months of the approved Telework Agreement start date.

§ 3-65-050 Procedures

- A. The employee and their manager will collaborate to create a mutually suitable Telework Agreement including location, time frames for completion, and how work will be reported and evaluated. Once the agreement is finalized, it will be entered into Workday.

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- B. The employee or manager shall contact the Information Technology Division's Help Desk for any technical support needs of the teleworker.
- C. The manager shall notify the employee of Risk Management's safety training and site-specific hazard assessment services. Managers and employees shall work collaboratively to identify safety training opportunities and address any areas of concern.
- D. Employees and managers who participate in a Telework Agreement are expected to educate themselves on what their responsibilities are regarding telework. Employees and managers are required to attend a County training course designed to prepare them for the telework experience.

§ 3-65-060 Denial, Termination, or Suspension of Telework Agreement

- A. The County has the right to offer or direct any employee to telework and to terminate a Telework Agreement at any time in accordance with these personnel rules and applicable Collective Bargaining Agreements.
- B. In the event of an emergency, the County has the right to direct employees to telework if employees have the capability of doing so.
- C. Telework is a voluntary program unless it is specifically stated as a condition of employment in the employee's position description and the employee is on a routine or hybrid telework agreement. Voluntary requests to telework by an employee may be discontinued by the employee at any time, unless otherwise specified in the Telework Agreement.
- D. Telework may be temporarily suspended due to the County's operational needs in accordance with Personnel Rule 3-65.
- E. The manager shall provide the employee a sufficient written rationale for any denial to an employee's request for a teleworking arrangement a statement only identifying that it doesn't meet the County's business needs is not sufficient. Additionally, if a telework arrangement is rescinded or modified for any reason, the employee shall be provided reasonable notice, but no less than fifteen (15) calendar days. The manager will provide a sufficiently clear explanation for the rescission or modification in writing to the employee. If the arrangement is being rescinded because of performance reasons, the employee must have been given prior notice and the opportunity to correct any performance issues. Appeals of denials of out-of-state telework shall be directed to the Labor Relation Director.
- F. Denials and rescissions of telework agreements may be appealed to the Department Director or their designee. The approval of telework agreements shall be at the Director's or designee's sole discretion.

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- G. Managers should monitor the work environment for any negative effects a telework assignment may have on the workload or morale of the co-workers of the Hybrid or Routine Teleworker and may need to suspend or terminate the telework assignment to ensure equal workloads and harmonious relations amongst staff.
- H. The County will maintain records of approved, denied or modified requests including the employees' department, job profile, work unit, supervisor, demographic information, and out of state telework location.

Stipends and Allowances

- Amounts
 - Routine
 - \$40 internet/utilities monthly stipend
 - \$500 one time allowance for equipment
 - No receipts required
 - IT will provide laptops and related technology
 - Hybrid
 - \$20 internet/utilities monthly stipend
 - \$500 one time allowance for equipment
 - No receipts required
 - IT will provide laptops and related technology
- Eligibility
 - Routine
 - Regular status (includes regular status employees in an LDA)
 - Routine teleworker - An employee that is assigned a telework schedule all of the time, and only works onsite in a County building location unscheduled, infrequently, or as needed
 - Must give up onsite desk
 - Hybrid
 - Regular status (includes regular status employees in an LDA)
 - Hybrid teleworkers are eligible for reimbursements and allowances or stipends if (1) telework is a condition of employment as identified in the position description, (2) the employee spends fifty percent or more of their time teleworking and/or (3) the hybrid teleworker only has a shared work space available to them.
- Trial Period
 - Trial periods for routine and hybrid teleworking may be up to 6 months
 - Employees receive the internet stipend during the trial period and \$250 equipment allowance at the beginning of the pilot and the remaining \$250 at the end of the trial period if continue with the routine telework schedule
 - Managers should define what a successful trial period looks like

Mileage revision for Teleworkers

Language below would be inserted into FIN-14 Mileage Reimbursement–Section III, Item D
(*Parking is item D and would move to item E*)

III. PRIVATE-OWNED VEHICLES

- D. Teleworking Employees – reference personnel rule 3-65 for definitions, policies, and procedures related to telework employee status.

1. Employees with a Telework schedule (routine, hybrid, or ad hoc) should use their assigned County facility for subtracting commute mileage from their home before requesting mileage reimbursement. For example, an employee's assigned building is the Multnomah Building, and the employee's house is 10 miles away. The employee is asked to report to the McCoy Building for training. The McCoy Building is 15 miles from the employee's house, so the employee can be reimbursed for 5 miles since it is the amount over and above their normal commute.
2. The County never reimburses for commute mileage, as this is a taxable fringe benefit as defined by the IRS.