



TELEWORK AGREEMENT

Name: _____ Job Title: _____
Department: _____ Manager: _____
Date: _____

Introduction

A. Employer and employee agree to begin a telework arrangement whereby employee would work from home or an alternate, approved location starting on _____. The all team in-person day each week is _____. The employee agrees this day is required in-person or taken using leave. Telework day(s) (not to exceed two days for union eligible employees or one day for managers) is/are:

- Monday Tuesday Thursday Friday

B. Employee will work within 45 miles of the City of Milwaukie and can be here, in normal traffic, within one hour. The employee is approved to work from the following location:

- C. Employee understands telework is a cooperative arrangement between the city and Employee, not an entitlement.
- D. Telework arrangements can be modified at any time by the city or mutual agreement between the city and employee. The agreement can be terminated at any time by either party.
- E. The provisions of the city’s 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by reference and apply unless and to the extent specific provisions or policies are contradicted or expressly superseded by this telework agreement.
- F. Employee is required to be physically present at any designated meetings or trainings as determined by the Employer, even if the meeting or training takes place on a designated telework day.

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 the city 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 city 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 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 status of employee.
- 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. The employee needs to be accessible during normal work hours except as arranged with supervisor.

Telework Equipment and Supplies

- A. **Home Office Furnishings and Maintenance:** The employee is responsible for the costs of establishing and maintaining the home worksite area unless other arrangements are made.
- B. **Telework Equipment.** The city may, at its sole discretion, provide the employee certain equipment, such as computer hardware, software and telephone service, deemed necessary to perform assigned work off-site.

Such equipment is the sole and exclusive property of the city 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. Except for normal wear and tear, the employee is responsible for the condition of the equipment and any damages caused by unauthorized use of such equipment.

- C. **Notification of Equipment Failure:** The employee is expected to notify their supervisor as soon as possible of any equipment malfunction or failure. The city may, at its sole discretion, supply the employee with temporary use of city-owned equipment or require the employee to work in the office.
- D. **Unauthorized Use of City Property:** The equipment, supplies and other property provided by the city are exclusively for use in services to the city. They may not be used by any person not employed by the city (including household members), except as may be required for business-related reasons.

- E. **Return of City Property:** The equipment, supplies and other property provided by the city should be returned within two days of request unless other arrangements have been made. Upon termination of employment, all equipment, supplies, documents and other city property must be returned promptly. In the event the telework agreement ends, the employee's obligation to return city property continues.

Safety

- A. **Designated Work Area:** The employee is required to maintain a designated work area at home and must certify it is safe before the telework arrangement begins. The employee should only work in this designated 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 worksite 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 the city has the right to make periodic visits to their home office to audit compliance with these safety standards and ensure compliance with 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 their supervisor immediately, but no later than 24 hours after an 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 it may be necessary for a city representative to visit their home office to investigate an injury report.
- E. **Taxes and Insurance.** The city 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 their own.

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. The city expects the employee will make family care arrangements as needed and such obligations will not interfere with their work obligations or 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 approval. The employee acknowledges and agrees potential distractions and conflicting demands must be resolved in advance of starting this telework arrangement or as they arise.

Work Schedule

The employee agrees to abide by the work schedule set forth in the Work Hours section, which may be amended from time to time by their 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.

The telework agreement does not exempt the employee from attending citywide or department meetings, even if they are scheduled to be teleworking that day. One day a week is designated as the team meeting day. On that day, all employees are required to be on site.

Terms of Arrangement

Nothing in this agreement affects the employee's employment status or guarantees the employee a telework arrangement for any specific term. This agreement is subject to modification at any time by the city or by mutual agreement. Employee's agreement to telecommute is strictly voluntary. This agreement can be terminated without penalty by either party at any time. The telework agreement will be revoked, if the employee is subject to any formal discipline or corrective action.

Miscellaneous

Both parties agree 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.

TELEWORK AGREEMENT

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

Employee

Date

Department Director

Date

Human Resources Director

Date