

Warren County Board of Supervisors

RESOLUTION No. 96 OF 2021

**RESOLUTION INTRODUCED BY SUPERVISORS BRAYMER, GERAGHTY, DRISCOLL, CONOVER AND
MAGOWAN**

APPROVING THE REMOTE WORK AGREEMENT

WHEREAS, the Warren County Human Resources Director has presented a Remote Work Agreement which the Personnel, Administration & Higher Education Committee has reviewed and approved and is submitted herewith to the Board of Supervisors, now, therefore, be it

RESOLVED, that the Warren County Board of Supervisors hereby approves the Remote Work Agreement as attached hereto to be effective March 22, 2021.



WARREN COUNTY REMOTE WORK POLICY

Purpose and Intent

Warren County employees must provide services that the community expects and is reliant upon. In order to continue operations, the intent is for employees to work at their regular worksites. However, when working onsite is not possible, and job duties and technology allow, County employees, except for those in the Sheriff's office, may work remotely or telework in accordance with the provisions of this Policy. This Policy is subject to the provisions of the Collective Bargaining Agreement with CSEA for all bargaining unit employees who work remotely or telework.

Working remotely is a temporary arrangement that may be appropriate for some employees and/or jobs and not others. This determination will be made exclusively by Warren County.

Working remotely is not an entitlement, and in no way changes the terms and conditions of employment with the County. Additionally, working remotely does not change the essential job duties and responsibilities of an employee's position.

Existing remote work arrangements that are in place as a result of the Covid-19 pandemic may continue through the pandemic at the discretion of the County, Department Head and IT department.

These guidelines outline best practices specific to remote work, including eligibility, pay, hours worked and information regarding reasonable accommodations that may be different from accommodations under the Americans with Disabilities Act (ADA), currently in place in some County Departments.

Requests

All requests for remote work must be made to the Department Head using the Remote Work Arrangement Request. Requests and considerations for remote work will be at the discretion of the Department Head, with approval to be issued in writing. Approval for remote work by Department Heads will also be at the discretion of the County Administrator, with any approval to be issued in writing. In a Department Heads request for remote work approval, the Department Head must ensure that one or more employees will be available onsite while the Department Head is working remotely.

Any remote work assignment will be evaluated as frequently as the Department Head/County believes is necessary and may be immediately discontinued at any time by the Department Head/County.

Where the request to work remotely is a request for a reasonable accommodation, the Department Head must notify Human Resources immediately to begin the usual interactive process of assessing the accommodation.

Priorities & Essential Work

The employee and supervisor will evaluate the responsibilities and priorities of the position, considering customer/client/collaborator impact and feasibility of completing some or all duties remotely.

The business of the County will take precedence over remote work days. Employees need to immediately report to their supervisor or Department Head if they do not have enough work available to fill their regular work day to receive further instruction. Employees may, at the discretion of their immediate supervisor or Department Head, be called to report to their normal worksite to meet workload or operational requirements. Employees will not be compensated for travel time or mileage in their commute to or from their worksite if called into work to complete their normal work day.

In the event an employee does not have enough work available to fill his/her remote work day, or has demands on his/her time such as child care that make it impossible to work the full work day, the employee must submit only for time actually worked. For all other hours, the employee must utilize appropriate accruals for paid time off.

Technology

County Department Heads should work with the Warren County IT Department for technology needs allowing the employee to work remotely. In certain circumstances, employees may be provided with a County-issued laptop or other equipment. Equipment and/or service that the County provides to the employee is County property and may be recovered or discontinued at any time and at the sole discretion of Warren County. Personal devices may not be used for remote work.

Employees are required to adhere to all County policies and procedures while using remote access capabilities. Additionally, employees are required to take the necessary steps to keep all equipment and/or service used for remote access in a safe location and avoid any misuse. No one other than the County employee is allowed to access County documents or utilize County equipment. Unauthorized use of County property is strictly prohibited.

Computer and Internet

To work remotely, an internet connection is required. The County will not reimburse the employee for internet or phone expenses incurred. Employees are responsible for following all County practices and policies to maintain security and protect confidentiality on a device.

Home Environment

Supervisors and employees must consider whether the home environment is conducive to remote work. Factors to be considered include the demands of other household members, household construction, appropriate lighting, seating, and other basic conditions. Employees should set expectations with other household members regarding interactions and availability. Remote working is not intended to enable employees to conduct personal or non-County business while on County time.

To ensure that employee performance will not suffer in remote work arrangements, the County requires employees to:

- Choose a quiet and distraction free working space
- Dedicate their full attention to their job duties during working hours
- Adhere to normal break and attendance schedules
- Be accessible to County personnel by phone and/or email within the same timeframes as if employee was working in their regular office setting
- Monitor County voicemail at regular intervals throughout the work day, or forward County extension to the remote work location
- Maintain strict confidentiality of County and/or client information

- Adhere to all County policies and procedures as if working from their regular office setting
- Keep non-work related interruptions to a minimum

Hours & Pay

Employees working from home must work the same days and times as they normally would when onsite. Any modification to an employee's normal work hours must be approved in advance using the Remote Work Arrangement Request. County business cannot be accomplished effectively if an employee is not available when he/she is expected to be working.

All employees who work remotely when the County is open will be paid for hours worked at their regular hourly rate of pay. As is regular practice, overtime while working remotely must be approved in writing in advance by the employee's supervisor or Department Head. Employees authorized to work remotely will utilize the Novatime time keeping system to remotely record their daily punches as if they were working onsite. The "Work from home" reason code must be used to track all hours worked remotely.

Time & Performance

Department Heads must identify and clearly outline a system of how time and performance will be managed. All systems must include methods of regular communication specific to work priorities, deliverables, timelines, etc.

Labor Laws/Agreements and Reimbursement:

Employees are required to take rest and meal breaks per NYS Labor Laws and applicable collective bargaining agreements. The County will not reimburse the employee for the cost of any off-site related expenses and any personal tax implications related to the remote work location shall be the employee's responsibility.

Liability

Workers Compensation benefits will apply only to injuries arising out of and in the course of employment as defined by New York State Workers' Compensation Law. The employee must report any such work-related injuries to their supervisor or Department Head immediately. The employee must allow inspections of the employee's work area(s), home office, or other relevant location to be conducted by the County or its agent if a job-related incident, accident, or injury has occurred. Warren County is not responsible for any loss, damage, destruction to property or for any injury or loss to third persons at the approved remote worksite.

Confidentiality and Non-Disclosure:

During the course of their employment with Warren County, employees acquire knowledge of and/or access to confidential and proprietary information of the County. While employees working remotely are expressly prohibited from disclosing confidential and proprietary information to any unauthorized person, company, or other entity and are prohibited from using any such information for personal gain or profit. Confidential and proprietary information, systems, or data and all items made or compiled by the employee or made available to the employee during any period of remote work shall be and remain exclusive property of the County. Upon cessation of remote work, the employee shall immediately return any such property to the County and no copies thereof may be kept by the employee.

RESOLUTION No. 96 OF 2021

PAGE 5 OF 7

WARREN COUNTY REMOTE WORK ARRANGEMENT

(Department and Employee Retain a Copy)

Employee Name: _____

Phone (home/work): _____

Department: _____

Position Title: _____

Start Date: _____

End Date: _____

A temporary Remote Work Arrangement is hereby established between Warren County and the above mentioned employee. The purpose of this Arrangement is to clarify the terms and conditions under which the employee will be authorized to participate in this work arrangement as described below. The Remote Work Arrangement is subject to the County's remote work policy.

1. Remote Work Location (address): _____

2. Remote Work Contact Number(s): _____

3. Will County extension be forwarded? ☐ Yes ☐ No *(If no, voicemail must be checked throughout the work day)*

4. Remote Work Schedule - Explain here or complete schedule below:

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Week 1							
Week 2							
Week 3							
Week 4							

5. Assigned tasks/projects *(include deadline, if applicable)*. Additional tasks/projects may be assigned as needed:

6. Expectations and Performance Requirements:

7. County Equipment & Serial # Record (if applicable):

The employee will return all County equipment (e.g., computer, files, programs, etc.) and documents, including all copies of documents, whether on paper or electronic, upon termination of this Remote Work Agreement and/or their employment. If the employee fails to return County equipment or property upon the termination of the remote work arrangement, the County, at its discretion, will take appropriate legal action to recover its property or amounts owed.

It is expressly understood and agreed that this work arrangement does not create or define the terms of any contract of employment, whether expressed or implied.

Purpose and Intent: Warren County employees will still continue to provide-services that the community expects and is reliant upon. In order to continue operations, the intent is for employees to work at their regular locations, however when that is not possible, and job duties and technology allows, employees may be able to work remotely.

Terms of Arrangement: This remote work arrangement shall be in effect for a maximum of one (1) month. Continuation and renewal of said Arrangement will be evaluated at the end of the stated Arrangement period.

This Arrangement is subject to the employee satisfying the following conditions on a continuing basis:

- Employee obligations, duties, responsibilities, and terms and conditions of employment are unchanged.
- The employee shall perform all job duties at a satisfactory performance level or above.
- The employee must comply with all County and departmental policies and procedures while working remotely.
- The employee will maintain confidentiality as required by the County, Federal, State, and Local laws.
- The employee will maintain the agreed-upon work schedule and be accessible via telephone and email during remote working hours.
- The employee will participate in routine work performance evaluations as required.
- The employee shall not conduct any unauthorized external (non-County) work during their remote work schedule.
- The employee will maintain an ergonomically appropriate home office environment.
- Any non-compliance with these terms by the employee may result in modification or termination of the remote work arrangement at any time.

Hours of Work and Compensation: The employee agrees to be responsible for maintaining the agreed upon hours of work and is required to punch in/out as usual using Novatime. Employee pay rates and accrual of leave time benefits remain unchanged and in accordance with the terms of this Arrangement. The employee will be compensated for all authorized hours during which work is performed. Employees must get advance written authorization for any hours worked outside of or beyond their normal work schedule. Employees are required to take rest and meal breaks per NYS Labor Laws and the applicable Collective Bargaining Agreement. The County will not reimburse the employee for the cost of any off-site related expenses and any personal tax implications related to the remote work location shall be the employee's responsibility.

The employee understands and agrees that periodically they may have to commute to the County offices, or other locations, for various business reasons. In cases of system outages, technology problems, or other issues that cannot be immediately addressed, or at their supervisor's request, the Employee agrees to work from the office as directed by the Employee's supervisor or use their accrued benefit time.

The employee is required to complete the County's time and attendance procedures each pay period and accurately record and report as outlined in the Remote Work Policy. All overtime worked must be authorized, in writing,

RESOLUTION No. 96 OF 2021

PAGE 7 OF 7

advance by the Employee's supervisor. If prior written authorization is not possible, due to emergency circumstances, the Employee understands that they must notify their supervisor as soon as possible thereafter.

The employee understands that falsifying or tampering with the recording of time worked may result in disciplinary action up to and including termination of employment, in accordance with applicable Civil Service Laws and/or the applicable Collective Bargaining Agreement.

Liability: Workers Compensation benefits will apply only to injuries arising out of and in the course of employment as defined by New York State Workers' Compensation Law. The Employee must report any such work-related injuries to their supervisor or department head immediately. The Employee must allow inspections of the Employee's work area(s), home office, or other relevant location to be conducted by the County or its agent if a job-related incident, accident, or injury has occurred. Warren County is not responsible for any loss, damage, destruction to property or for any injury or loss to third persons at the approved remote work site.

Confidentiality and Non-Disclosure: During the course of his/her employment with Warren County, the aforementioned Employee has gained knowledge of and/or access to confidential and proprietary information. By the execution of this Arrangement, the Employee understands that he/she is expressly prohibited from disclosing to any unauthorized person, company, or other entity any such information and is prohibited from using any such information for personal gain or profit. The Employee understands that confidential information, systems, or data and all items made or compiled by the Employee or made available to the Employee during any period of employment shall be and remain exclusive property of the County. Upon cessation of teleworking, the Employee shall immediately return any such property to the County and no copies thereof may be kept by the Employee.

Arrangement Acknowledgment: I have read and understand this Arrangement and all its provisions. By signing below, I agree to be bound by all terms and conditions within this Arrangement and the County Remote Work Policy. I understand it is my responsibility to make the remote work arrangement a success, and that failure to adhere to the provisions set forth may have adverse effects on my employment, and may result in the immediate termination of the opportunity to participate in the remote work arrangement, and could result in disciplinary action in accordance with applicable Civil Service Laws and /or the applicable Collective Bargaining Agreement.

Employee Signature: _____ Date: _____

Department Head/Supervisor Signature: _____ Date: _____