

WORKING REMOTELY | OUT-OF-STATE AGREEMENT



Completion of this form is required prior to commencing out-of-state remote work. This agreement may be reviewed at any time and revised whenever the terms of the agreement change. This agreement is in addition to the documents that must be completed in the State’s Workday system.

Note: Employee must request approval prior to any change (e.g. moving to another residence or state) of the terms of this agreement

Employee Name: _____

OR Number: _____

Position: _____

Oregon Central Workplace where Position is assigned: _____

Supervisor Name: _____

Date Agreement Begins: _____

If applicable, end date for out-of-state remote work: _____

Address where remote work will be performed: _____

(Employee must inform the supervisor and HR immediately if this changes)

ADHERENCE TO POLICIES

Regardless of where work is performed by an employee, [Agency] central, alternate, or temporary workplace – the same expectations, policies, and standards apply. Employees are expected to be up to date on mandatory trainings and knowledgeable with applicable policies and procedures. Employees and managers affirm by signature on this Agreement that they are responsible for adhering to the same practices and standards for their jobs as would apply at the Agency’s central workplace, including (but not limited to) the following:

- Professionalism and ethics
- Agency policies and procedures
- Statewide policies and procedures
- Workplace health and safety standards
- Anti-Discrimination and harassment
- General liability
- Information and data privacy, security, and confidentiality requirements
- Mandatory reporting requirements
- Employees further assume responsibility for ensuring they work their required work schedules, take required breaks and mealtimes, and observe applicable overtime rules and procedures.

In addition, employees working remotely from out-of-state are held to the same performance standards and measurement as their in-state colleagues, regardless of where the work is performed.

Employees are also expected to adhere to an agreed-upon schedule and to follow practices for requesting time off, paid or unpaid. This includes standards of responsiveness and availability by phone, IM, digital video conferencing, email or any other communication tool established by the agency. In some situations, modifications to performance management, schedule, tracking or check-ins may be required due to a distant time zone, and should be specified below:

ACKNOWLEDGEMENTS

The employee agrees to all the terms of this agreement which are supplemental to and not intended to replace the CHRO Working Remotely policy or the general Working Remotely Agreement within the State Workday system. Working remotely from out-of-state is voluntary and may be discontinued by either party at any time with reasonable notice.

Working remotely does not change the employee’s salary, job responsibilities or benefits, job classification or membership in a recognized bargaining unit.

The employee shall promptly notify the supervisor when the employee is unable to perform work assignments due to equipment failure, safety hazard, or other unforeseen circumstances.

The employee further acknowledges that uniform application of the laws of Oregon to all State of Oregon employees is of paramount importance to the State of Oregon as an employer. Accordingly, all aspects of Employee’s employment with the State of Oregon, all aspects of this Working Remotely Out-of-State Agreement, or the negotiation, execution or performance of Employee’s employment or this Working Remotely Agreement, shall be governed by, and enforced in accordance with any applicable collective bargaining agreement or employer policy and the laws of the State of Oregon, including its choice of laws, its tort claims limits and its statute of limitations unless explicitly agreed upon by the employer absent overriding statutes in the jurisdiction where remote work occurs.

Any dispute about Employee’s employment or this Working Remotely Out-of-State Agreement shall be resolved in accordance with any applicable collective bargaining agreement or policy. Any litigation under the law of the State of Oregon shall be brought in Marion County Oregon.

SIGNATURES

I have read and understand State HR Policy 50.050.01 Working Remotely, the Working Remotely Acknowledgment in the State’s Workday system, the policies and procedures of my agency and this Agreement. I agree to abide by the terms and conditions outlined. I agree that the sole purpose of this agreement is to regulate working remotely from out-of-state and that it neither constitutes an employment contract nor amends any existing contract.

Employee: _____

Date: _____

Supervisor: _____

Date: _____