



Tuolumne County Telework Policy & Guidelines

Background and Purpose

Tuolumne County recognizes that the professional world and the needs of its workforce continue to evolve, and that a thoughtfully planned telework policy yields many benefits to the organization and its employees. In recent years there has been an increased desire by the workforce to have remote working options and flexible hours where/when appropriate, and in response many private and public sector employers have adjusted policies accordingly. This policy is designed to benefit the County organization by building efficiencies, enhancing continuity of operations, and promoting employee flexibility and retention. Allowing employees greater flexibility in how they perform County work, reducing commute time and associated costs, and creating more focused and uninterrupted work time increases employee satisfaction and thus retention, and also allows the County to be competitive in its recruitment efforts. The purpose of the *County of Tuolumne Telework Policy & Guidelines* is to provide a framework for telework in the County, and to establish consistent guidelines for department-approved teleworking as an alternative work arrangement.

Definitions

- **Telework** is defined as an employee working from an alternative worksite, other than their primary worksite, such as a designated satellite workstation or at home on a regular, temporary, episodic, on-going, and/or rotational basis.
- **Primary Worksite** is defined as a location such as an office, worksite, or facility where the employee is regularly assigned, reports to and completes their regular job duties, as determined by the County.
- **Alternate Worksite** is defined as the employee's home, place of residence or another location approved by the County other than the employee's normal worksite at the County's office, worksite, or facility from where the employee would telework.
- **Work Schedule** is defined as the days and hours determined by the employee's supervisor and/or department head, during which non-exempt, overtime eligible employees are required to work from the Primary or Alternative Worksite as a part of their standard tour of duty. The work schedule shall provide for and include the rest and meal breaks required under applicable federal and state law, as well as under Memorandum of Understandings.
- **Flexible Work Schedule** is defined as the variation of a work schedule by starting and stopping at different times during the workweek in the standard tour of duty with completion of the *Contract to Work Flexible Work Schedule* and approval by the Department Head.

Policy

All County employees who wish to telework must have a Telework Agreement approved by their Department Head and meet the eligibility criteria under this policy.

Telework does not change the duties, obligations, responsibilities, or terms and conditions of County employment. Employees who telework must comply with all County rules, policies, practices, and

instructions. Teleworking is a privilege the County may revoke at any time for any reason. Failure to comply with the terms and conditions of this policy will result in the loss of this privilege.

Employees who participate in telework must perform work during their approved work schedule. If the employee is going to telework using a flexible work schedule, the employee must have the *Contract to Work Flexible Work Schedule* approved in advance by the Department Head, or their designee. Employees may not engage in activities while teleworking that would not be permitted at the primary work location, including, but not limited to, child, elder, or other dependent care. Teleworking may never be used as a regular substitute for dependent care. Telework employees may take care of personal business during unpaid lunch or break periods, as they would at the primary work location.

Any modifications to Telework Agreements must be approved by the Department Head who may conduct an additional evaluation prior to final approval. An employee may end or request to change a Telework Agreement at any time. Any such request will be evaluated by the Department Head to determine if it benefits both the department and the employee. The County may revoke an employee's privilege of teleworking at any time for failure to comply with the terms and conditions of their Telework Agreements and/or any other reason it deems necessary. Any breach of the Telework Agreement may also result in disciplinary action, up to and including termination of employment.

The Department will provide a county-owned laptop or mobile device for teleworking. The County is not required to provide employees who telework with other materials or supplies needed to establish an alternate worksite (desk, chair, cell phone, fax, copier, internet, etc.), and assumes no responsibility for set-up or operating costs at an alternate worksite (telephone or internet services, etc.).

Employees who telework will use a County owned laptop or mobile device provided by the Department. Departments have the sole discretion to provide any additional equipment (monitors, keyboards, mouse, etc.) or supplies while teleworking. Departments providing equipment, or other supplies to telework employees, must reasonably allocate those resources based on operational and workload needs. All County-owned equipment issued to an employee to telework must be returned immediately upon the end of their telework arrangement.

All County rules and policies regarding the use of computers and the internet apply while an employee is teleworking, regardless of whether the employee is using County-provided or personal equipment. Any work-related communications such as emails, photos, and text messages and other data sent and received from personal equipment or accounts are considered a public record under the California Public Records Act and may be subject to disclosure.

Eligibility

The Department Head or their designee, possesses the discretionary authority to determine the job classifications, positions, and employees who are eligible to telework under this policy. Eligible employees who regularly telework can telework up to 3 workdays per week, provided the hours and the duties

benefit the department's operations. No employee with less than six months of service will be permitted to telework unless approved in advance by Department Head and the County Administrative Officer.

The Department Head or their designee, may make the eligibility determination using criteria including, but not limited to, the following:

- The operational needs of the County and employee's department and division.
- The disruption of or potential for disruption to the County's functions.
- The ability of the employee to perform their job duties (both essential and marginal) from an alternate worksite without diminishing the quantity or quality of the work performed.
- The degree to which the employee's job functions require face-to-face interaction with other County employees, contractors, and members of the public.
- The employee's job performance, including their last performance review.
- The employee's length of service with the County, department, or division.
- The portability of the employee's work, including the employee's ability to remotely access tools, equipment, documents and materials necessary to perform their job functions.
- The availability of or ability to create a functional, reliable, healthy, safe, and secure alternate worksite for the employee at a reasonable cost.
- The risk factors associated with performing the employee's job duties from a location other than the employee's primary work location.
- The County's capacity to monitor and measure the employee's work performance at the alternate work location.
- The employee's supervisory responsibilities.
- The employee's need for supervision.
- The ability to maintain and ensure confidentiality of work, if applicable.
- Other considerations deemed necessary and appropriate by the County, including tax and other legal implications of teleworking.

Additionally, employees may be permitted to telework episodically when approved by the Department Head, or their designee. In advance of any episodic telework, the employee must sign the Telework Agreement which details their telework location and confirms their adherence to the guidelines set forth in this policy.

The following are examples of circumstances that may support episodic teleworking:

- To complete special project work that requires a period of uninterrupted work time.
- During self or family member convalescence from injury or illness provided the employee is still able to complete all major job duties free from distraction or interruption.
- To provide convenience and maximize work time on days in which off-site meetings or personal appointment make travel to the regular work site impractical.
- While all reasonable commute routes are blocked.
- While the primary work location is inaccessible due to factors such as construction, lack of adequate heating or cooling, etc .

- During power outages, snow days and other inclement weather or emergency events.
- Other approved conditions by the Department Head, or their designee.

Salary, Benefits and Paid Leave

All existing salary, benefits, and paid leave time policies are applicable while teleworking. These include but are not limited to:

- Salary, work hours, overtime compensation, sick leave, and vacation schedules must conform to state and federal law, County and departmental policies, the provisions agreed to in the respective Memorandum of Understanding (MOU), Personnel Policies and to the terms of the Telework Agreement.
- Requests to work overtime, use of sick leave, vacation or other leave must first be approved by the employee's supervisor in the same manner as when working in the primary worksite.
- Employee must record and report all their time accurately as prescribed by the applicable policy, practice, MOU provision, or law. If an employee is not able to work on a day scheduled for telework, the employee must code their timecard using the appropriate time to represent an absence. (i.e., if an employee is sick, they must use sick leave or other accrued time to cover the hours not worked.)
- Employee must immediately notify the direct supervisor if the employee's plan to telework changed to something other than their standard work schedule, in the same manner as outlined in the applicable MOU and County policies. Tax implications related to the home-workspace are the sole responsibility of the employee. Teleworkers are advised to discuss any issues with their tax advisor.

Workplace Safety and Accommodations

- Employees should designate a primary workspace for telework which follows the County's ergonomic program. In addition, the workspace should be maintained in a safe condition, free from hazards and other dangers to the employee and equipment.
- Employees who telework must work in an environment that allows them to perform their duties safely and efficiently. Employees are responsible for ensuring their work areas comply with the health and safety requirements covered in the eLearning module and Safety Self-Certification. The County and/or department may request photographs of the employee's designated work area to determine compliance with health and safety rules.
- Employee agrees to follow established procedures for reporting and investigating work-related injuries or incidents, including reporting any work-related injury to Employee's supervisor immediately.
- Employee agrees to allow County to inspect the Alternate Worksite in the event of a work-related injury or incident. Employee understands and agrees the County is not responsible for injury or damages unrelated to work activities, including injuries to third parties at the Alternate Worksite.
- The County is not liable for damages to an employee's personal or real property while the employee is working at an alternate worksite, and the employee remains liable for injuries to third persons and members of the employee's family on the employee's premises.

- Employees who are in need of accommodations due to a disability must direct their requests to Human Resources/Risk Management

Supplies and Costs

The costs associated with telework are primarily the responsibility of the employee. The department is responsible to provide a county-owned laptop or mobile device as well as standard office supplies that the employee normally uses in the course of their work (pens, paper, pencils, e.g.). In some instances, departments may provide other equipment, if feasible and approved by Department Head or designee. No other costs will be covered by the County unless prior written approval is given.

Equipment and Security

- The employee is responsible for ensuring county-owned equipment is properly used and maintained. Employees must protect the equipment from possible theft, loss, and damage. Employees must receive supervisor and/or Department Head approval before removing County-owned equipment or documents from the primary worksite to an alternate worksite.
- Employees using personal devices while teleworking will not have access to the county's network.
- Employees must return to their primary worksite to work for the remainder of their workday if while teleworking equipment, connectivity, or other interruptions prevent them from working at their alternate worksite.
- County equipment and office materials are intended for County business only and are not for the personal use of the employee. County-owned or issued equipment may only be used by the employee to whom it has been issued; any access by third parties or use for non-County related business is strictly prohibited.
- Employee agrees to report to employee's supervisor any loss, damage, or unauthorized access to County owned equipment immediately upon discovery of such loss, damage, or unauthorized access.
- Employees who telework shall exercise the same precautions as when in the office to safeguard electronic and paper information, protect confidentiality, and adhere to Tuolumne County's record retention policies.
- Employees must close or secure all connections to the Tuolumne County network or system resources connection when not in use.
- Employees who telework should be aware that there is no expectation of personal privacy with respect to documents, electronic communications and equipment used in the performance of County business while teleworking. The County is entitled to inspect, and may access any documents generated, County accounts, systems or equipment used while teleworking.
- A County issued laptop or mobile device used for teleworking will have County approved software installed. The Information Technology (IT) Department will install, configure, and train on the use of the applicable VPN software. The use of a VPN that is not installed by the IT department is strictly forbidden.
- All county employees are required to use a VPN session to access the County network for the

protection of confidential and secure information while teleworking.

Roles and Responsibilities

Below are the standard roles and responsibilities with respect to teleworking at Tuolumne County.

Department Head:

- Approve or deny all telework requests.
- Arrange for a county-owned laptop or mobile device for employee to use while teleworking
- Ensure that all teleworking employees understand and adhere to all applicable County, State, and Federal regulations and requirements including, but not limited to, Criminal Justice Information Services (CJIS), Health Insurance Portability and Accountability Act (HIPAA), Federal Tax Information (FTI), and Payment Card Industry (PCI).
- Provide direction to employees on the use of a VPN session and other access control requirements when employees access a cloud application that is a department owned system. All County issued laptops will have the VPN software installed to access the County network.
- Inform the IT Department if there are any additional security requirements or regulations that are not in place that are required by a department.
- Maintain copies of all signed telework forms/agreements, which may include the following documents: telework requests, Safety Self Certification, Telework Agreement and ergonomic program review acknowledgment.
- Annually review Telework Agreements to ensure compliance with the program.

Supervisors:

- Educate prospective teleworkers about the program's policy and procedures.
- Review telework requests and determine, on a case-by-case basis, if the proposed telework schedule will contribute to the County's objectives, while maintaining or improving safety standards as well as the efficiency, productivity, effectiveness of business operations.
- Work with approved employees to establish the terms of the telework agreement.
- Forward approved or denied telework requests to the Department Head or designee and ensure necessary training, documentation, and/or verifications are included.
- Obtain approval of the Department Head for all telework requests.
- Review the Safety Self-Certification with the employee requesting telework and ensure employee has completed the eLearning module on home office ergonomics.
- Inform teleworkers that failure to comply with established County and Departmental policies and procedures, including information confidentiality, as well as telework program requirements, may result in termination from the telework program.
- Ensure employees who remain in the office are not adversely impacted by employees who are working pursuant to telework arrangements.
- Provide specific, measurable, and attainable performance expectations for the teleworker, such as specific assignments, corresponding deadlines, and the quality and quantity of the work expected

Employees:

- After confirming eligibility, submit a telework request to their supervisor including a signed acknowledgement of the County's ergonomic program.
- Complete the eLearning module on home office ergonomics annually.
- Complete County Information Security training annually and phishing training periodically.
- Acquire the skills necessary to meet Department requirements and operate independently from a telework site.
- Establish and maintain an acceptable and safe telework space that is free from distractions.
- Adhere to all County and Departmental policies and procedures regarding information security and confidentiality, computer usage, and record retention.
- Physically connect county-owned devices to the county network at least every 30 days to ensure patches and updates are applied.
- Maintain the same communication standards applicable within the office environment (i.e., checking voicemails, emails, etc. in a timely manner as determined by the department).
- Report any workplace safety and/or security incidents, including near misses, immediately to their supervisor using the online form via the County's HR website.
- Report any improperly functioning, damaged, lost, or stolen County-issued equipment assigned to the teleworker.
- Continue to abide by practices, policies, and procedures for requests of sick, vacation, and other leaves of absence
- Record and report all time worked accurately.

Human Resources/Risk Management:

- Provide information, resources, and tools on Occupational Health and Safety and Ergonomic Office Standards.
- Address requests for accommodations due to a disability
- Keep employees informed of changes to laws and regulations that may impact telework

Information Technology:

- Provide the technical platform for County-owned devices to access County resources.
- Provide support for the county-owned device and county-owned software.
 - IT will not provide support for home or public internet connections/networks or for other personal equipment
- Implement any additional necessary technical security requirements for securing a remote workforce.
- Ensure all County owned laptops have the required software installed
- Provide annual Information Security Awareness Training and period Phishing Training.
- Determine security requirements to access a countywide information system remotely, including, but not limited to, a VPN session.



Tuolumne County Telework Agreement

This Telework Agreement is entered into by and between _____ ("the Department") and the undersigned employee ("Employee") in accordance with Tuolumne County Telework Policy and Guidelines. The Department and Employee agree as follows:

1. **EMPLOYEE INFORMATION:**

Employee Name:	
Employee ID No.:	
Employee Job Title:	
Employee Email:	
Department:	
Supervisor Name:	

2. **ALTERNATE WORKSITE:**

The Primary Worksite is the location such as an office, worksite, or facility where the employee is regularly assigned, reports to and completes their regular job duties, as determined by the County. Alternate Worksite is defined as the employee's home, place of residence or another location approved by the County other than the employee's normal worksite at the County's office, worksite, or facility from where the employee would telework. Travel time to, from and between the Primary Worksite and the Alternate Worksite is not compensable and Employee is responsible for any expense associated with said travel.

The location, address, and contact telephone number of the Alternate Worksite is:



Alternate Worksite Location:	
Alternate Worksite Address:	
Alternate Worksite Telephone No.:	

Employee may not change the Alternate Worksite location without prior approval from an authorized supervisor.

3. **WORK SCHEDULE:**

The days and hours determined by the employee's supervisor and/or department head, during which non-exempt, overtime eligible employees are required to work from the Primary or Alternative Worksite as a part of their standard tour of duty are the following:

Day	Morning		Lunch	Afternoon		Total Hours
	Start	End		Start	End	
Sunday						
Monday						
Tuesday						
Wednesday						
Thursday						
Friday						
Saturday						

4. **FLEXIBLE WORK SCHEDULE:**

The variation in days and hours from the standard tour of duty the Department expects the employee to be physically present at the Alternate Worksite are the following:

**only complete if employee will be teleworking using a flexible work schedule. Employee must also complete the *Contract to Work Flexible Work Schedule*



Day	Morning		Lunch	Afternoon		Total Hours
	Start	End		Start	End	
Sunday						
Monday						
Tuesday						
Wednesday						
Thursday						
Friday						
Saturday						

Any deviation from the employee's work schedule must be approved in advance on the Contract to Work Flexible Work Schedule, by Employee's authorized supervisor.

5. AVAILABILITY AND RESPONSIVENESS:

Employee agrees to be accessible during the agreed-upon work schedule or flexible work schedule. Unless otherwise provided herein, being accessible means being available by phone, email and network access during the Alternate Worksite Schedule, as if working at the Primary Worksite. Employee agrees to check and respond to County-related business phone messages and emails on a consistent basis, as if working at the Primary Worksite. Employee must notify Employee's supervisor if anything occurs during telework hours that prevents Employee from completing assigned work and/or working within the agreed upon Alternate Worksite Schedule. All periods of unavailability must be approved in advance by Employee's supervisor, in accordance with departmental policy, and documented accordingly.

Employee understands and agrees that this telework arrangement is not a substitute for using accrued leave time or for taking leave provided by County policy or by state or federal law. Employee understands and agrees that telework time is not to be used for regular childcare, dependent care, or other family care, or for Employee to conduct personal business or carry out personal obligations. Employee agrees to abide by Departmental and County practices, policies and procedures for requests of sick, vacation, compensatory time off, and other leaves of absence. For any requests to take vacation or other time off from work, Employee agrees to follow established Department policies and procedures. If Employee becomes ill while teleworking, Employee agrees to notify Employee's supervisor immediately and record any hours not worked due to illness.



6. PERFORMANCE AND PRODUCTIVITY:

Employee understands and agrees to abide by all County and Departmental policies and procedures, rules and regulations, applicable Memoranda of Understanding, and all other official County documents and directives. When teleworking, Employee must meet the same standards of performance and professionalism expected of Department employees working from County worksites in terms of job responsibilities, work product, timeliness of completing work assignments, and contact with other County employees and the public.

Employee is required to maintain an accurate record of all hours worked and make that record available to the Department upon request. Employee must record all non-productive work time.

7. SAFETY AND LIABILITY:

In accordance with Tuolumne County Telework Policy and Guidelines, employee is responsible for designating an Alternate Worksite. Employee agrees to maintain the Alternate Worksite in a safe condition, free of hazards and other dangers to Employee and County equipment, and in a manner conducive to performing the work assigned while teleworking.

Employee agrees to follow established procedures for reporting and investigating work-related injuries or incidents, including reporting any work-related injury to Employee's supervisor immediately. Employee agrees to allow County to inspect the Alternate Worksite in the event of a work-related injury or incident. Employee understands and agrees the County is not responsible for injury or damages unrelated to work activities, including injuries to third parties at the Alternate Worksite.

Employee must not hold in-person work-related meetings with other County employees, members of the public, or anyone else, at the Alternate Worksite. Employee understands and agrees that any in-person work-related meetings must take place at the County Primary Worksite, or other regular place of conducting such meeting.

8. EQUIPMENT AND SUPPLIES:

Employee has received the following County equipment to support telework at the Alternate Worksite:



Item Description	Tuolumne County Asset No.

Equipment provided by the Department for the purpose of facilitating telework may be used:

1. Only at the Alternate Worksite designated above;
2. Only by Employee; and,
3. Only for County business.

Employee agrees to follow the County's policies for the use of the above-described equipment, and to take the necessary steps and precautions to safeguard County equipment and materials. All employees are required to use a VPN session to access the County network.

Equipment and materials provided by the Department for use at the Alternate Worksite remain the property of the County. Employee agrees to report to Employee's supervisor any loss, damage, or unauthorized access to County owned equipment immediately upon discovery of such loss, damage, or unauthorized access.

Employee must notify Employee's supervisor immediately of any equipment malfunction. In the event of any delay in repair or replacement of County equipment, or other circumstances that would make it impossible for the employee to telework, the employee understands and agrees to return Employee to Employee's Primary Worksite.

9. SECURITY AND CONFIDENTIALITY:

Employee agrees to retain and maintain all official County documents according to normal operating procedures and in accordance with County policies, in the same manner as if working at Employee's Primary Worksite. Employee agrees to safeguard all sensitive and confidential information, whether in paper or electronic form, while accessing or using the information at the Alternate Worksite or during transport between the Primary Worksite and the Alternate Worksite.

Employee agrees to follow all equipment and security provisions as detailed in the Tuolumne County Telework Policy and Guidelines.



10.TERMINATION:

This Telework Agreement is voluntary and may be terminated at any time by Employee or the County.

ACKNOWLEDGMENT

By my signature below, I acknowledge that I have read and understand the Tuolumne County Telework Policy and Guidelines and this Telework Agreement in their entirety, and I agree to abide by the terms and conditions they contain.

I understand and agree this Telework Agreement is **voluntary** and is entered into for my own benefit and convenience. Neither the Department nor the County are requiring or encouraging me to telework. I understand and agree that I or the County may terminate this Telework Agreement at any time. I further understand and agree that this Telework Agreement is temporary and contingent upon the Department Head's or designee's approval. Approval does not imply entitlement to a permanently modified position or a continued telework arrangement. I understand and agree that teleworking is neither a right nor an entitlement, but a tool to allow flexible work options.

I agree to and understand my duties, obligations and responsibilities under this Telework Agreement and the Tuolumne County Telework Policy and Guidelines. I also understand it is my responsibility to provide adequate advance notification to my supervisor if I am unable to keep any of the agreed upon commitments and/or deliverables described in this Telework Agreement. If I fail to do so, I understand this Telework Agreement may be immediately terminated.

Employee Signature

Date

Department Head or Designee Signature

Date

Cc: Human Resources/Risk Management

Attached:

Signed acknowledgement of County's ergonomic program

Signed acknowledgement of completion of Information security and phishing training

Contract to Work Flexible Work Schedule, if necessary