



## County of Siskiyou Telecommute Policy

Effective February 4, 2025

The purpose of the Telecommuting Policy is to provide structure needed for effective telework programs, and to ensure that essential County of Siskiyou (“County”) functions continue to be performed at an alternative location during the disruption of normal operations. The County will implement this Policy in keeping with the mission of the County and the respective Department’s in mind. The County Administrator has discretion to modify or withdraw the Policy at any time, if deemed necessary.

The County Administrator and/or his/her designee shall designate and authorize specific times in which a Telecommuting Agreement (“TA” or “Agreement”) shall apply. Any TA is subject to the terms and conditions set forth in this Policy below.

### **Eligibility Criteria**

Telecommuting is not suitable for all employees and/or positions. The Department Head in consultation with the County Administrator or his/her designee has the discretion to determine the employees and positions who may telecommute utilizing criteria that includes, but is not limited to:

1. The operational needs of the employee’s department and County;
2. The potential for disruption to the County’s functions;
3. The ability of the employee to perform his or her specific job duties from a location separate from his or her Department’s worksite (“Alternate Worksite”) without diminishing the quantity or quality of the work performed;
4. The degree of face-to-face interaction with other County employees and the public that the employee’s position requires;
5. The portability of the employee’s work;
6. The ability to create a functional, reliable, safe, and secure Alternate Worksite for the employee at a reasonable cost;
7. The risk factors associated with performing the employee’s job duties from a location separate from his or her Department Worksite;
8. The ability to measure the employee’s work performance from a location separate from his or her Department Worksite;
9. The employee’s supervisory responsibilities;
10. The employee’s need for supervision; and/or
11. Other considerations deemed necessary and appropriate by the employee’s immediate supervisor, Department Head, and the County Administrator and/or his/her designee.

**Telecommute Assignment:**

1. Any TA is only valid for the time period specified in the Agreement. The Department Head and County Administrator and/or his/her designee may, in their discretion, decide to terminate the Agreement earlier.
2. Employee acknowledges and agrees that the TA is subject to the discretion of management. Telecommuting will be approved on a case-by-case basis consistent with the eligibility criteria above.
3. Employees who receive overtime shall be assigned a work schedule in the TA, including rest and meal breaks ("Work Schedule"). Any deviation from the Work Schedule must be approved in advance, in writing, by management. Employees must take meal and rest breaks while telecommuting, just as they would if they were reporting to work at their Department worksite. Employees may not telecommute outside their normal work hours without prior written authorization from their supervisor. An employee who fails to secure written authorization before telecommuting outside his or her normal work hours may face discipline in accordance with the County's policy for working unauthorized overtime.
4. Telecommuting employees are required to be accessible in the same manner as if they are working at their County Department worksite during the established telecommuting Work Schedule, regardless of the designated location for telecommuting, or "Alternate Worksite." Employees must be accessible via telephone, email, and/or network access to their supervisor and other County employees while telecommuting, as if working at their Department worksite. Employees shall check their work-related business phone messages and emails on a consistent basis, as if working at their Department worksite.
5. Employees shall work on a full-time basis, according to their normal work schedule. Employees are required to maintain an accurate record of all hours worked at the Alternate Worksite and make that record available to his or her supervisor upon request. Employee's may telecommute on a part-time basis at the discretion of the Department Head. For employee's telecommuting for part-time, they shall record all non-work time in Kronos or on his/her timesheet and request their supervisor or payroll technician to input their leave accruals. All time spent working as telecommuting shall be input in the Kronos system.
6. The County shall provide office supplies such as paper, pens, scissors, tape for those assigned to a TA.
7. While telecommuting, employees shall adhere to the following:
  - a. Be available to the department via telephone and/or email during all TA designated work hours.
  - b. Have the Alternate Worksite be quiet and free of distractions.
  - c. Have the Alternative Worksite have reliable and secure internet and/or wireless access.
  - d. All periods of employees' unavailability must be approved in advance by management in accordance with department policy and documented on the appropriate leave of absence slip.

- e. Employees shall ensure dependent care will not interfere with work responsibilities.
- f. Employees must notify their supervisor promptly when unable to perform work assignments because of equipment failure or other unforeseen circumstances.
- g. Employees must immediately notify their supervisor if there is a confidentiality breach of data.
- h. If the County has provided County owned equipment, employees agree to follow the County's Policy for the use of such equipment. Employees will report to their supervisor any loss, damage, or unauthorized access to County owned equipment, immediately upon discovery of such loss, damage, or unauthorized access.

### **General Duties, Obligations and Responsibilities:**

Employees must adhere to the provisions set forth in this Policy and the terms of the TA. Any deviation from the TA requires prior written approval from the County Administrator and/or his/her designee.

1. All existing duties, obligations, responsibilities and conditions of employment remain unchanged. Telecommuting employees are expected 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.
2. Employees authorized to perform work at an Alternate Worksite must meet the same standards of performance and professionalism expected of County employees in terms of job responsibilities, work product, timeliness of assignments, and contact with other County employees and the public.
3. Employees shall ensure that all official County and Department documents are retained and maintained according to the normal operating procedures in the same manner as if working at a County worksite.
4. Employees may receive approval to use personal computer equipment or be provided with County issued equipment at the discretion of the Department Head.
5. When using County electronic equipment (computers and cell phones), the County equipment is to be used for the sole purpose of conducting County business and is not be used for personal use.
6. The County shall not be responsible for costs associated with the use of personal computer and/or cellular equipment, including energy, data or maintenance costs, network costs, home maintenance, home workspace furniture, ergonomic equipment, liability for third party claims, or any other incidental costs (*e.g.*, utilities associated with the employee's telecommuting).
7. Where possible and appropriate, employees may receive a virtual private network ("VPN") account, as approved by the Department Head and the County Administrator and/or his/her designee.

8. Employees shall continue to abide by practices, policies and procedures for requests of sick, vacation and other leaves of absences. Requests to work overtime, declare vacation or take other time off from work must be pre-approved in writing by each employee's supervisor. If an employee becomes ill while working under an TA, he/she shall notify his/her supervisor immediately and record on his/her timesheet any hours not worked due to incapacitation.
9. Employees must take reasonable precautions to ensure their devices (*e.g.*, computers, laptops, tablets, smart phones, etc.) are secure before connecting remotely to the County's or Agency's network and must close or secure all connections to County/Agency desktop or system resources (*e.g.*, remote desktop, VPN connections, etc.) when not conducting work for the County. Employees must maintain adequate firewall and security protection on all such devices used to conduct County/Agency work from the Alternate Worksite.
10. Employees shall exercise the same precautions to safeguard electronic and paper information, protect confidentiality, and adhere to the County's or Department's records retention policies, especially as it pertains to the Public Records Act. Employees must safeguard all sensitive and confidential information (both on paper and in electronic form) relating to County work they access from the Alternate Worksite or transport from their County worksite to the Alternate Worksite.

No employee should transport confidential information from their county worksite to their alternate worksite unless given written permission from the Department Head or his/her designee.

Employees must also take reasonable precautions to prevent third parties from accessing or handling sensitive and confidential information they access from the Alternate Worksite or transport from their County worksite to the Alternate Worksite. Employees must return all records, documents, and correspondence to the County/Department at the termination of the TA or upon request by their supervisor, Department Head or County Administrator and/or his/her designee.

11. Employees' salary and benefits remain unchanged. Workers' Compensation benefits will apply only to injuries arising out of and in the course of employment as defined by Workers' Compensation law. Employees must report any such work-related injuries to their supervisor immediately. The County shall not be responsible for injuries or property damage unrelated to such work activities, including injuries to third persons when said injuries occur at the Alternate Worksite.
12. All of Employees' existing supervisory relationships, lines of authority and supervisory practices remain in effect. Prior to the approval of a TA, supervisors and employees shall agree upon a reasonable set of goals and objectives to be accomplished. Supervisors shall use reasonable means to ensure that timelines are adhered to and that goals and objectives are achieved.
13. Any breach of the telecommuting agreement by the employee may result in termination of the Agreement and/or disciplinary action, up to and including termination of employment.