Purpose:

The County of Yuba (“County”) has developed this Emergency Telework Policy to ensure essential County functions continue to be performed at an Alternate Worksite during the disruption of normal operations. The County will implement this Policy in keeping with the mission of the County and the respective Department. This Policy is an emergency policy and the County Administrator has the sole discretion to terminate the Policy at any time.

Procedure:

The County Administrator shall designate and authorize specific times during which this Emergency Telework Policy shall apply.

The administration of this Emergency Telework Policy within each department is under the authority of the department head or designee. The Department Head or designee shall notify Human Resources and the County Administrator of the employees working under this policy. The County Administrator and Human Resources shall have general oversight responsibility regarding the implementation of this policy.

All County employees must have an approved Emergency Telework Agreement (“Agreement”) in writing under this Policy before teleworking. See Attachment A for the form of the Agreement. An Agreement is subject to the terms and conditions set forth in this Policy.

Eligibility Criteria

Telework is not suitable for all employees and/or positions. The Department Head or designee has the discretion to determine the employees and positions who may telework on an emergency basis utilizing criteria that include, but are not limited to:

1. The operational needs of the employee’s department and the County;
2. The potential for disruption to County or departmental functions;
3. The ability of the employee to perform his/her specific job duties from a location separate from his/her County worksite (“Alternate Worksite”) without diminishing the quantity and 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;

7. The risk factors associated with performing the employee’s job duties from an Alternate Worksite;

8. The ability to measure the employee’s work performance while the employee is working from an Alternate Worksite;

9. The employee’s supervisory responsibilities, if any;

10. The employee’s need for supervision; and

11. Other considerations deemed necessary and appropriate by the employee’s immediate supervisor/manager, Department Head, and Human Resources.

Notwithstanding the foregoing, an employee working under a Performance Improvement Plan will not be eligible for Telework absent the prior approval of the Human Resources Director after consultation with the Department Head or designee.

Telework Assignment

1. Any Agreement is only valid for the time period specified in the Agreement unless the Department Head or designee approves an extension in writing. The Department Head or designee may, in his/her discretion, decide to terminate the Agreement earlier than the date designated in the agreement or extension. The termination or failure to extend an Agreement will not be viewed as punitive in nature, and is considered a management prerogative. Therefore the decision to terminate or not extend and Agreement is not subject to the grievance procedures or other appeal.

2. Teleworking will be approved on a case-by-case basis consistent with the determinations made utilizing eligibility criteria listed above. The Agreement is temporary and subject to the discretion of management. The approval of Telework does not create any vested right to continue Teleworking.

3. Employees shall work on a full-time basis, according to the 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/her supervisor.
upon request. Employees shall record all non-productive work time on his/her timesheet.

4. Non-exempt employees who are eligible to receive overtime shall be assigned a work schedule in the Agreement, including rest and meal breaks (“Work Schedule”). Any deviation from the Work Schedule must be approved in advance, in writing, by Department Head or designee. Non-exempt employees must take meal and rest breaks while teleworking, just as they would if they were reporting to work at their County worksite. Non-exempt employees may not telework outside their normal work hours without prior written authorization from Department Head or designee. A non-exempt employee who fails to secure written authorization before teleworking outside his/her normal work hours may result in disciplinary action in accordance with the appropriate Memoranda of Understanding or County policy for working unauthorized overtime.

5. Teleworking employees are required to be accessible in the same manner as if they are working at their County worksite during the established teleworking Work Schedule. Employees must be accessible via telephone, email, and/or network access to their supervisor and other County employees while teleworking, as if working at their County worksite. Employees shall check their County related business phone messages and emails on a consistent basis, as if working at their County worksite.

6. While teleworking, employees shall adhere to the following:

   a. Be available to the department via telephone and/or email during all Agreement designated work hours.

   b. Have the Alternate Worksite be quiet and free of distractions, with reliable and secure internet and/or wireless access.

   c. Ensure that the Alternate Worksite comply as closely as is reasonably practical to the Ergonomic Guidelines attached hereto.

   d. All periods of employee’s unavailability must be approved in advance in accordance with department policy and documented on the appropriate leave of absence slip.

   e. Ensure dependent care will not interfere with work responsibilities.

   f. Notify their supervisor promptly when unable to reasonably perform work assignments because of equipment failure or other unforeseen circumstance.
g. Follow the departmental and County’s policies for the use of County owned 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.

7. While an employee is teleworking, supervisors shall do the following:

   a. Be responsible for day-to-day performance of teleworking employees, as with other workers under their supervision.

   b. Communicate specific expectations to each employee based on the employee’s position and the needs of the department.

   c. Engage in ongoing communications regarding status of assignments.

General Duties, Obligations and Responsibilities

Employees must adhere to the provisions set forth in this Policy and the terms of the Agreement. Any deviation from the Agreement requires prior written approval from the Department Head or designee.

1. All existing duties, obligations, responsibilities and conditions of employment shall remain consistent with the employee’s classification and class specifications. The employee’s salary and benefits shall be unaffected by his/her telework status, unless the employee is unavailable to work.

2. Teleworking 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.

3. All of Employees’ existing supervisory relationships, lines of authority and supervisory practices remain in effect. Prior to the approval of the Agreement, 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.

4. Employees shall continue to abide by practices, policies and procedures for requests of sick, vacation and other leaves of absences. Requests to work overtime, take vacation or other time off from work must be pre-approved in writing by the Department Head or designee. If an employee needs to request sick leave while working under an Agreement, he/she shall notify his/her supervisor immediately and record on his/her timesheet any hours not worked due to sick leave usage in accordance with applicable Memoranda of Understanding.
5. 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.

6. Employees may receive approval to use personal computer equipment or be provided with County issued equipment at the discretion of the Department Head or designee.

7. Use of County issued equipment is limited to authorized persons for purposes relating to County business.

8. Employees may receive a virtual private network (“VPN”) account, as approved by the Department Head.

9. The County shall not be responsible for costs associated with the use of 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 teleworking).

10. 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 network and must close or secure all connections to County 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 work from the Alternate Worksite.

11. Employees shall ensure that all official County documents are retained and maintained according to the normal operating procedures in the same manner as if working at a County worksite.

12. Employees shall exercise the same precautions to safeguard electronic and paper information, protect confidentiality, and adhere to the County’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. Employees shall ensure that they are familiar with applicable laws, rules, regulations, policies and procedures specific to their individual department that address the privacy and security of County records and shall adhere to such requirements at all times while teleworking.
13. 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 at the termination of the Agreement or upon request by their supervisor, manager, Department Head or Human Resources.

14. 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.

15. Any breach of the teleworking agreement by the employee may result in termination of the Agreement and/or disciplinary action, up to and including termination of employment.

16. This policy shall not be implemented or applied in a manner that discriminates or retaliates against an employee on the basis of protected class or for engaging in protected activity.
Working from home may have you working from your favorite lounge chair or a home office. No matter what your workstation looks like, it’s important to practice good ergonomics. Here are some helpful tips that will help you work ergonomically correct while at home.

**#1) Set up your workspace** — Review Diagram A and ensure your workstation is set up as ergonomically correct as possible.

- Adjust monitor height so your neck is neutral.
  - If needed, use a book or two to raise your monitor.
- Adjust monitor brightness/night light.
- Practice good posture, use adequate back support.
- Feet should be flat on the floor
  - If needed, use a footrest, foot stool, box, anything that will allow you to have your feet flat on a surface.
- Elbows and knees should be bent at 90° angle.
- Adequate lighting.
- Neck, wrists and hands should be in a neutral position
  - Review Diagram B for examples of wrist positioning.
- When using a lap top (Diagram C), raise the laptop so the monitor is eye level and use an external keyboard and mouse.

**#2) Stretch** — take frequent stretch breaks to help reduce musculoskeletal injuries. Regular stretching reduces fatigue, improves circulation, posture and muscle coordination. Reference Diagram D for stretching examples.

- Avoid/reduce repetitive motion. If there is one particular part of your body that is bothering you, make adjustments. Don’t keep forcing the same motion. Do some stretches for that problem area. Find a position that is comfortable.
- Try to change your posture/positioning twice an hour.
- Incorporate standing throughout the day; briefly about every 20 min.
  - Stand while reading a document or taking a phone call.
  - If possible raise your workspace to allow you to stand while working on your computer. Keeping in mind that your neck and wrists are neutral and your elbows are bent at 90°.

**#3) Move** — Working for long periods of time in a static position causes body fatigue. Get in the habit of walking.

- Walk before you begin your work shift.
- Use your morning and afternoon break to take a 10 minute walk.
- Walk before or after you eat dinner.
- Set up a step challenge with coworkers who are working from home.
Diagram D

For more ergo tips, ergo questions, or ergo suggestions please email ergo@co.yuba.ca.us or call Tiffany Manuel at 530-749-7871.
EMERGENCY TELEWORKING AGREEMENT (Attachment A)

Employee Acknowledgement:

I, the undersigned employee (“Employee”), have read the Emergency Teleworking Policy and the Emergency Teleworking Agreement (“Agreement”) in their entirety and I agree to abide by the terms and conditions they contain. I understand and agree that the Agreement is temporary and contingent upon the approval of the Department Head or designee. Approval does not imply entitlement to a permanently modified position or a continued telework arrangement.

I understand and agree that the Agreement is voluntary and may be terminated by the County at any time. I further understand that the County may, at any time, change any or all of the conditions under which approval to participate in the Agreement is granted, with or without notice.

I agree to and understand my duties, obligations and responsibilities. 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. If I fail to do so, I understand this Agreement may be immediately terminated and/or discipline may be imposed.

The Agreement is valid from __________ to __________. I understand this agreement expires on __________ and may not continue unless the County approves a new Agreement or extension in writing. The County may rescind this Agreement at any time.

Regularly Assigned Place of Employment: The days and hours the County expects the Employee to be physically present at the County Worksite are the following:

<table>
<thead>
<tr>
<th>Day</th>
<th>Morning</th>
<th>Lunch</th>
<th>Afternoon</th>
<th>Total Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Start</td>
<td>End</td>
<td>Start</td>
<td>End</td>
</tr>
<tr>
<td>Sunday</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Monday</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tuesday</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Wednesday</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Thursday</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Friday</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Saturday</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Alternate Worksite: The location and address of the Alternate Worksite is:

____________________________________________________________
Street

____________________________________________________________
County

____________________________________________________________
Zip Code

____________________________________________________________
State

The phone number to reach Employee at the Alternate Worksite while working under this Agreement is:

_________________________________.

Alternate phone number (voluntary): ____________________________.

The days and hours (“Work Schedule”) the County authorizes the Employee to be physically present at the Alternate Worksite are the following:

<table>
<thead>
<tr>
<th>Day</th>
<th>Morning</th>
<th>Lunch</th>
<th>Afternoon</th>
<th>Total Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Start</td>
<td>End</td>
<td>Start</td>
<td>End</td>
</tr>
<tr>
<td>Sunday</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Monday</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tuesday</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Wednesday</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Thursday</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Friday</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Saturday</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

The Employee agrees to report work-related injuries to the Employee’s supervisor at the earliest reasonable opportunity. The Employee agrees to hold the County harmless for injury to third parties at the Alternate Worksite.

I hereby affirm by my signature that I have read this Emergency Teleworking Agreement and the Emergency Telework Policy, and understand and agree to all of its provisions.

__________________________________________  ______________________________
Employee Name and Title                     Employee Signature and Date

__________________________________________  ______________________________
Department Head or designee Name and Title  Department Head or designee Signature and Date

__________________________________________  ______________________________
Human Resources Name and Title              Human Resources Signature and Date

Submit the completed and executed Agreement to ____________.