

## 8.22 TELEWORK POLICY

This Telework Policy is for regular, scheduled Telework and is not for occasional work in a location different than an employee's normal assigned work location. This Policy does not cover situations like working from home during inclement weather or working during business travel.

LCOG may consider Telework where there are opportunities for improved employee performance, reduced commuting miles, and/or the potential for LCOG savings. Telework is defined as a work alternative with the option of working at home or elsewhere.

Telework is not an employee benefit suitable or available for all employees and/or positions. Participation in LCOG's Telework program is at LCOG's option. The availability of Telework can be discontinued at any time at LCOG's discretion. Every effort will be made to provide 30 days' notice of such a change. There may be instances, however, when no notice is possible.

### **Eligibility**

Employees seeking formal Telework Agreements should meet, at a minimum, the following requirements:

- Employed with LCOG for a minimum of 1 year of continuous, regular employment at the time the Telework Agreement is requested;
- Demonstrated excellent working habits, , not on a Performance Agreement at the present time, or had any disciplinary action within the previous twelve months; and
- Employed in a position where face-to-face communication in the office is not required.

LCOG may require any employee to consider Telework when in the best interest of LCOG. Any Telework Agreement made will be on a trial basis for the first three months, and may be discontinued, at will, at any time at the request of either the employee or LCOG. At the conclusion of the trial period employee and their manager will each complete an evaluation of the Agreement and make recommendations for continuance, modifications, or termination of the agreement.

### **Requesting a Telework Agreement**

Employees interested in requesting a Telework Agreement should discuss the suitability of a Telework arrangement and consider, among other issues, the employee's needs and work habits; whether the job performed by the employee is appropriate for Telework; equipment needs; workspace considerations; and scheduling issues. The manager has discretion to decide whether the employee will work exclusively outside of the office, or a certain number of hours each week in the office.

If employee and their manager agree on these issues, a Telework Agreement will be prepared and a written recommendation will be provided to the Program Manager and Division Director within ten working days. The Program Manager will notify the Manager of the outcome within ten working days of receiving the Telework Agreement and written recommendation.

If the employee and the manager cannot agree, the employee may present a written request to the next level of management. That Manager will notify the employee of the outcome within ten working days of receiving the Telework Agreement and written request.

### **General Information on Teleworking**

#### Schedule and Work Time

- An employee's work schedule may include Telework on either a part-time or full-time basis.
- While Teleworking, employee must be reachable during agreed-upon work hours. Employee and their manager will determine how much interaction is required on a daily or weekly basis, and how these interactions should occur (email, phone, Skype, etc.).
- In-person business visits, meetings with customers, or regularly scheduled meetings with coworkers shall not be held at a telework site.
- Employees shall attend job-related meetings, training sessions, and conferences, as requested by managers. Employees may be requested to attend "short notice" meetings. When possible and effective, telephone conference calling may be offered as an alternative to in-person attendance.
- Employees shall promptly notify their manager when unable to perform work assignments due to equipment failure or other unforeseen circumstances. Managers may reassign employees to another project and/or work location in the event of equipment failure.
- Employees shall not perform personal business or activities during agreed-upon work time.

#### Compensation and Benefits

- Employee's salary, benefits, worker's compensation, and other LCOG insurance coverage will not change due to Telework, if the FTE remains the same.
- Telework Agreements must comply with any applicable collective bargaining agreement and state and federal laws including wage and hour laws which regulate the payment of overtime for non-exempt employees. This includes the scheduling of rest and meal breaks while the employee is working at a telework site.

#### Other Considerations

- Travel from employee's home to employee's normal assigned work location will be considered commuting mileage and will not be reimbursed.
- Telework is not a substitute for dependent care. Telecommuters are required to make arrangements for dependent care during the agreed-upon work hours. Employee must provide documentation of their dependent care arrangements.
- Work done on behalf of LCOG at the telework site is considered official LCOG business. Products, documents and records used by/or developed while teleworking shall remain the property of the Division and LCOG and are subject to Division and LCOG rules regarding confidentiality, disclosure, and records retention requirements.
- LCOG does not assume responsibility for injury to any persons other than the employee at the employee's residence or alternate workspace within it.
- Professionalism in terms of job responsibilities, work products, and customer or public contact will continue to follow the same high standards as currently expected of by LCOG's employees at their onsite work locations.

- Employees will be expected to adhere to all LCOG policies during the course of employee's Telework Agreement with LCOG.

## **Work Site**

### Telework Safety Checklist

- The Telework Safety Checklist must be completed prior to any telework activity governed by this policy. Any questions about the safety of a telework site should be referred to Human Resources (HR).

### Location

- LCOG is not responsible for operating costs, home maintenance, property or liability insurance, or other incidental expenses (utilities, cleaning services, etc.) associated with the use of employee's residence.
- LCOG is not liable for damages to the employee's property that may result from participating in the Telework program.

### Security and Privacy

- The employee will apply approved safeguards to protect LCOG records and property. All records, correspondence, and equipment must be kept in a secure location to prevent damage, theft, or unauthorized disclosure.
- Employees must seek advance approval from their manager before removing documents, files, supplies, or equipment from LCOG premises to take to a telework location. Any such items should be promptly returned to LCOG premises as soon as the employee has completed the assignment that required the usage of the item at the telework site. Managers and employees are responsible for maintaining an inventory of items that employees remove from LCOG premises and take to a telework site.
- Release or destruction of any public records must only be done at an LCOG office according to statute and regulations. The employee must adhere to confidentiality requirements of all data and records.
- Any records, products, or documents that are covered by HIPAA shall be protected. Hard copy files will be kept in a locking file cabinet and computers will have the same protections as in the LCOG office.
- Additionally, if any identifiable protected health information is electronically transmitted, it must be encrypted. If there are suspected, actual or potential breaches of confidentiality for HIPAA protected health information, the employee must immediately report this breach to their Manager.
- Any employee owned equipment used for LCOG business could be subject to a public records request and require the employee to provide access to such equipment.