



Telecommuting Program Guide



Please review the information below to learn the steps involved in being authorized to telecommute. Additional telecommuting resources can be located at: <https://www.rc-hr.com/Telecommuting-Toolkit>.

APPLICATION PROCESS

1. Employees who wish to participate in the Telecommuting Program are required to complete the following: (1) Telecommuting Application, (2) Safety Checklist, and (3) Telecommuting Work Program Agreement (Attachments 1, 2, and 3).
 - a. To begin, employees will submit a Telecommuting Application and Telecommuting Safety Checklist to his/her Supervisor/Manager (Attachment 1 and 2). Participation in the Program shall be subject to Department Head (or designee) approval¹.
 - b. If the Supervisor/Manager recommends approval of the Telecommuting Application, employees shall then complete the required Telecommuting Training (<https://www.rc-hr.com/Telecommuting-Toolkit>), and the Telecommuting Work Program Agreement before seeking approval from the Department Head/designee (Attachment 3).
 - c. Copies of the completed Telecommuting Application, Telecommuting Safety Checklist, and Telecommuting Work Program Agreement shall be maintained by the Department and employee for reference.
2. The Telecommuting Work Program Agreement shall be reviewed or renewed at least annually, and whenever there is a major job change, or the telecommuter or supervisor change positions. Departments may also elect to require that the Telecommuter Work Program Agreement be reviewed more frequently as needed. Participation in the Telecommuting Program may be terminated/revoked at any time at the Department's discretion. Additionally, based on operational needs and requirements, Departments may elect to require productivity reporting for hours worked and activities performed while telecommuting.

TELECOMMUTING SITE / HOME WORKSPACE

1. The County of Riverside is responsible for ensuring that employees have a safe work environment; however, while telecommuting, employees are responsible for self-certifying that the telecommuting site and/or home workspace is safe for the work s/he will be performing on behalf of the County. Completion of the Telecommuting Safety Checklist indicates that the employee has self-certified they can safely perform their job duties in their telecommuting workspace (Attachment 2). Depending on the circumstance, there may be instances where a safety inspection of the employee's home

¹ Of Note for Departments: Departments may elect to establish policies with additional criteria for the Telecommuting Program, as long as the policy(s) is reviewed and approved by County Human Resources to ensure compliance with labor laws. Where a modification of the typical work schedule (i.e. allowing an employee to work weekend hours when not traditionally worked, etc.) is being contemplated for a specific employee or work group, evaluation by Labor Relations will be necessary.



workspace may be required. If a safety inspection is required, the employee will be provided a 48-hour notice, except in the case of an emergency.

2. While telecommuting, the employee shall immediately report any work-related accident occurring at the telecommuting site and provide the supervisor with all relevant information related to the incident. It may be necessary for a Human Resources Department Safety Division representative to access the remote worksite to investigate the claim following a reported workplace illness or injury.
3. Telecommuters are required to immediately notify management or their supervisor of any changes to the telecommuting site should they occur (i.e., address or other material changes).

PROGRAM REQUIREMENTS

1. Participants in the Telecommuting Program shall acknowledge and abide by the below listed expectations.

In executing the Telecommuting Work Program Agreement, the employee acknowledges they have read and will abide by the terms outlined in the Board of Supervisors Policy K-3, Telecommuting Program, the Telecommuting Program Guide, the Telecommuting Forms (Attachments 1, 2 and 3), and have completed the requisite Telecommuting Training. Additionally, Telecommuters are acknowledging they will adhere to the below listed:

- a. Telecommuters are required to work according to an agreed-upon schedule, in accordance with their respective Supervisor/Manager's approval, including overtime. They will follow any guidelines set by the Department for office communications, such as, making regular calls to the office voicemail system to check for messages.
- b. When necessary, Supervisors/Managers may limit the employee's telecommuting based on operational demands. An employee must forgo telecommuting whenever notified that s/he is needed in the office on a regularly scheduled telecommute day to ensure operational needs are met. When possible, advanced notice will be provided in instances where telecommuting must be foregone due to operational demands.
- c. The employee's duties, obligations, responsibilities, and conditions of employment with the County of Riverside remain consistent with the employee's classification and the same as if they were working at the Department's primary workplace.
- d. Telecommuting is not intended to be a substitute for daycare or other personal obligations. Employees must make advance arrangements for dependent care to ensure a productive work environment. Where possible, employees shall attempt to make arrangements for regular dependent care and telecommuting shall not be used as an exclusive substitute for dependent care.



In instances where an employee may not be able to establish a primary caregiver while telecommuting, they are directed to notify their Supervisor/Manager immediately and provide the following information:

- Definition of the need for concurrent caregiver status;
- Expected duration of the need for concurrent caregiver status;
- Frequency of the need; and
- Identification of how the employee will manage the work and provide dependent care concurrently.

The request to provide dependent care concurrent with County work performance will be reviewed and evaluated by the Department Head (or designee) to determine if the request can be approved. If approved, the employee is still expected to perform at an acceptable level during County time.

- e. The employee will continue to comply with federal, state, and county policies and regulations while working at an alternate work location. The employee shall remain subject to all County of Riverside and departmental disciplinary policies and procedures while performing work at the alternate workplace.
- f. The County's workers' compensation liability for injuries will extend to the telecommuting site. The County's liability will also be confined to injuries taking place during the work hours agreed upon by the employee and his or her supervisor.

The County shall not be held liable for injuries to third parties and/or members of the employee's family on the employee's premises. The County is not liable for damage to the employee's real property. Accordingly, as a condition of telecommuting, the employee indemnifies and holds the County harmless against any such losses or claims, arising from losses or injury to family or third parties in the employee's home and/or home-workspace.

In no event shall customers be served "in-person" at the Telecommuter's place of residence.

- g. The employee is fully responsible for ensuring proper use of any County supplied equipment. The County will provide for repairs to and/or support of County equipment and software at a County office, vendor location, or only by telephone. In-home support will not be provided. If employee uses personal equipment, the County accepts no responsibility for its maintenance and repair or any associated costs. If the employees' personal equipment fails or is interfering with their ability to perform his/her job duties, then the employee is expected to immediately notify his/her supervisor for next steps, which may include immediate return to the worksite to continue their workday, or other solutions.



- h. The Telecommuting Agreement may be cancelled at any time at the discretion of either the Supervisor/Manager, Department, or employee by written notification to include, but not limited to, the following: needs of the Department; change in the employee's work function, employee non-satisfactory performance, or failure to abide by the requirements of the Telecommuting Program.

ATTACHMENTS 1-3

ATTACHMENT 1 – COUNTY OF RIVERSIDE TELECOMMUTING APPLICATION

ATTACHMENT 2 – COUNTY OF RIVERSIDE TELECOMMUTING SAFETY CHECKLIST

ATTACHMENT 3 - COUNTY OF RIVERSIDE TELECOMMUTING WORK PROGRAM AGREEMENT



ATTACHMENT 1 – COUNTY OF RIVERSIDE TELECOMMUTING APPLICATION



COUNTY OF RIVERSIDE TELECOMMUTING APPLICATION

EMPLOYEE SECTION

Date: _____

Employee Name: _____

Employee ID Number: _____

Department: _____

Job Classification: _____

Immediate Supervisor/Manager Name: _____

PROPOSED TELECOMMUTING SCHEDULE							
Day	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Indicate a ✓ on telecommuting day(s)							
Indicate scheduled hours, including lunch break while telecommuting							

Reason for requesting to telecommute:

Description of work to be conducted while telecommuting:

Is there any work you would not be able to conduct while telecommuting?

What equipment do you currently have at home that will be voluntarily used for your telecommuting assignment?

What equipment do you need that you currently do not have at home that will be needed for your telecommuting assignment?

The following characteristics relate respectively to your job duties you have listed above. Please rate each characteristic as either high (H), medium (M), low (L) by placing the appropriate letter in the blank before each statement.

- _____ Amount of face-to-face contact required with the public/clients/employees.
- _____ Degree of telephone communications required.
- _____ Amount of in-office reference material required.
- _____ Ability to perform job duties independently.
- _____ Ability to control and schedule workflow.
- _____ Clear understanding of job expectations.

I understand that telecommuting is a voluntary arrangement between the Supervisor/Manager, the Department, and the employee, and is not an entitlement or employee benefit. I understand that telecommuting may be terminated for any reason, at any time, by any party. I certify that I have read and understand the Board Policy K-3, Telecommuting Program and the Telecommuting Program Guide and will comply with all requirements if approved by the Department to telecommute.

Employee Signature: _____ Date: _____

Upon completion forward original to your immediate Supervisor/Manager.

SUPERVISOR/MANAGER

Supervisor/Manager Name: _____

I have verified the following with regard to the above-named employee:

- The employee is maintaining satisfactory performance standards.
- The employee's work performance demonstrates the ability to work independently.
- Current job requirements do not necessitate a full-time presence on the premises or "in-person" contact with the public or other Departmental staff and/or if they do, arrangements have been made for the adjustment.

Budget Impact:

Recommendation for Approval/Denial:

- Recommend approval of application as requested by employee
- Recommend approval of application with modifications (see comments below)
- Recommend denial of application (see comments below)

Supervisor/Manager's Comments:

Supervisor/Manager Signature: _____ **Date:** _____

- ✓ Return original to the employee and keep one copy for your Supervisor/Manager records.
- ✓ If recommended for approval, instruct the employee to complete the required Telecommuting Training and the Telecommuting Work Program Agreement pursuant to the agreed upon terms in the above application.



ATTACHMENT 2 - COUNTY OF RIVERSIDE TELECOMMUTING SAFETY CHECKLIST



TELECOMMUTING SAFETY CHECKLIST

This checklist is used to assess the overall safety of the remote work location. The checklist must be completed and submitted to the employee's Supervisor/Manager for review along with the Telecommuting Application (Attachments 1 and 2 of the Telecommuting Program Guide). The employee and Department will retain a copy for their records.

I self-certify that my remote workspace is as follows:

1. Are temperature, noise, ventilation, and lighting level adequate for maintaining your normal level of job performance? Yes No
2. Are all supplies and equipment in good working condition and can be safely used as intended? Yes No
3. Is storage organized to minimize risks of fire? Yes No
4. Is all electrical equipment free of recognized hazards that would cause physical harm (frayed wires, bare conductors, loose wires or fixtures, exposed wiring on the ceiling or walls)? Yes No
5. Will the location's electrical system permit the grounding of electrical equipment (a three-prong receptacle)? Yes No
6. Are the file cabinets and storage closets arranged so drawers and doors do not enter walkways? Yes No
7. In case of fire, is there a primary exit path free of obstruction and easy to use? Yes No

*I have completed the Telecommuting Safety Checklist accurately and honestly to the best of my knowledge. I understand that I have the right to request the Safety Division to conduct an **ergonomic evaluation** of my remote work site per the **County of Riverside's Safety Manual Document 2005** or to have additional training provided.*

Employee Signature

Date

Supervisor/Manager Signature

Date

Department Head (or Designee) Signature

Date

(To be signed upon execution of the Telecommuting Work Program Agreement)



ATTACHMENT 3 - COUNTY OF RIVERSIDE TELECOMMUTING WORK PROGRAM AGREEMENT



**COUNTY OF RIVERSIDE
TELECOMMUTING WORK PROGRAM AGREEMENT**

This Telecommuting Work Program Agreement (Agreement) is between the Department (_____) and employee _____, (Employee ID Number _____).

This Agreement shall be effective on _____ and end or be re-evaluated on _____, unless the Agreement is otherwise terminated/revoked. As noted in the Telecommuting Program Guide, the Agreement shall be reviewed or renewed at least annually, and whenever there is a major job change, or the telecommuter or Supervisor/Manager change positions. Departments may also elect to require that the Agreement be reviewed more frequently as needed. The Agreement will be reviewed in accordance with the parameters specified within Riverside County Board of Supervisors Policy K-3, Telecommuting Program.

The Telecommuter will telecommute from the following alternative worksite (address):

In the event of change(s) to the telecommuting conditions, such as an address or other material change, the Telecommuter agrees to notify his/her Supervisor/Manager immediately.

Telecommuting Schedule

During the term of this Agreement, the Telecommuter will perform County work remotely on the following approved schedule:

APPROVED TELECOMMUTING SCHEDULE							
Day	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Indicate a ✓ on telecommuting day(s)							
Indicate scheduled hours, including lunch break while telecommuting							

Additional comments about telecommuting schedule, if applicable (telecommuting frequency, hours of availability, scheduled meal periods and/or breaks, etc.).

Telecommuting Expectations

- The Telecommuter agrees to be available by telephone and other messaging/collaboration mediums during the telecommuting hours indicated above, except during lunch or break periods. The Telecommuter shall be expected to self-certify that they performed County work during their scheduled telecommuting hours, which may be subject to additional review by the Department.
- The Telecommuter agrees that any modifications to telecommuting days that deviate from the Approved Telecommuting Schedule above must be pre-approved in advance. Overtime while telecommuting is not authorized unless approved in advance by the Supervisor/Manager.
- The Telecommuter agrees that use of sick leave, vacation, holiday, or other leaves on a scheduled telecommuting day must be approved in advance in accordance with applicable Departmental policies and procedures.
- The Telecommuter agrees to comply with all existing job requirements for his/her position.
- The Telecommuter shall maintain satisfactory performance and quality standards as required by the Department while telecommuting.
- The Telecommuter self-certifies through the Telecommuting Safety Checklist (Attachment 2 in the Program Guide) that they are able to perform their job duties safely in their telecommuting workspace.
- The Telecommuter agrees to comply with all County and Department policies and procedures while telecommuting including, but not limited to:
 - [Board Policy A-50, Electronic Media and Use Policy](#), which address permissible uses of County electronic media systems, prohibited uses, and access and disclosure. The Telecommuter shall have no expectation of privacy when using these systems. Further, the Telecommuter agrees that any equipment provided by the County is for the sole use of business-related functions only and not for personal use.
 - [Board Policy C-10, Alcohol and Drug Abuse Policy](#).
 - [Board Policy C-25, Non-Discrimination and Anti-Harassment Policy and Complaint Procedure](#).
 - [Board Policy C-27, Workplace Violence, Threats and Securities](#).
 - [Board Policy C-35 – Standards of Ethical Conduct to Address Fraud, Waste and Abuse](#).
- The Telecommuter agrees that the Department's need for them to report to the regular worksite based on operational demands will take precedence over scheduled telecommuting days, and that s/he must forgo telecommuting if needed at the worksite on a regularly scheduled telecommute day. When possible, advanced notice will be provided in instances where telecommuting must be foregone due to operational demands.
- The Telecommuter agrees to report any occupational injury or illness to his/her Supervisor/Manager immediately and complete all necessary and/or County requested documents regarding the incident.
- The Telecommuter agrees that s/he is solely liable for injuries to third persons and/or members of their family that occur on the Telecommuter's premises and accordingly indemnifies and holds the County harmless against any such related injuries, or losses.
- The Telecommuter agrees to adhere to the confidentiality policies of the Department and to protect County assets, information, and information systems at their home workspace.
- The Telecommuter agrees to protect and maintain any County-issued equipment/resources; to operate them safely; and to return the equipment/resources to the Supervisor/Manager

within 24 hours in the event that the Agreement is terminated/revoked. Additionally, any instances where County-issued equipment is lost, damaged, or stolen shall be reported to the Department immediately.

- The Telecommuter agrees that s/he is solely responsible for the operation, maintenance, and insurance required for his or her own personal equipment/resources. The County does not assume liability for loss, damage or wear of employee owned equipment/resources. The County is not responsible for any utility costs associated with the use of electronic equipment or occupation of the home.

**TELECOMMUTING WORK PROGRAM AGREEMENT
AUTHORIZATIONS**

I understand that telecommuting is a voluntary arrangement between the Supervisor/Manager, the Department, and the employee, and is not an entitlement or employee benefit. I understand that telecommuting may be terminated/revoked for any reason, at any time, by any party, with or without cause. I certify that I have read the County of Riverside Board Policy K-3, Telecommuting Program and the Telecommuting Program Guide, that I understand their contents, and that I will abide by their terms.

All of the below listed documents have been completed and will be retained by the Department and employee.

- Telecommuting Application
- Telecommuting Safety Checklist
- Telecommuting Work Program Agreement
- Telecommuting Training completed by employee on _____.
- Telecommuting Training for managing remote employees completed by Supervisor/Manager on _____.

By signing below, you are indicating that the above listed documents have been fully reviewed, executed and will be retained. All parties agree to abide by the terms.

Employee Signature	Date
Supervisor/Manager Signature	Date
Department Head (or Designee) Signature	Date