

RUSK COUNTY PERSONNEL COMMITTEE AGENDA

DATE: June 6, 2024

TIME: 3:00 p.m.

PLACE: Rusk County Law Enforcement Center – Board Room

CALL TO ORDER

APPROVAL OF MINUTES – May 9, 2024 and May 20, 2024

PUBLIC COMMENT – limit of 3 minutes per person with a maximum public comment of 30 minutes on agenda items only.

CLOSED SESSION announced by Chair

Employee Overtime Compensation pursuant to Wi Stats 19.85(1)(g) Conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved.

OPEN SESSION – Discussion/action as may be necessary or appropriate on matters discussed in closed session

CLOSED SESSION announced by Chair

Review of Performance Improvement Plan relating to employee job performance pursuant to Wi Stats 19.85(1)(c) for considering employment, promotion, compensation or performance evaluation data of any public employee over which the government body has jurisdiction or exercises responsibility.

OPEN SESSION – Discussion/action as may be necessary or appropriate on matters discussed in closed session

DISCUSSION AND POSSIBLE MOTION

Sheriff & Jail

1. Presentation and Discussion on Recruitment and Retention

CLOSED SESSION announced by Chair

The Personnel Committee may entertain a motion to go into closed session pursuant to Wis. Stats 19.85(1)(f). “Considering financial, medical, social or personal histories or disciplinary data of specific persons, preliminary consideration of specific personnel problems or the investigation of charges against specific persons except where par. (b) applies which, if discussed in public, would be likely to have a substantial adverse effect upon the reputation of any person referred to in such histories or data, or involved in such problems or investigations,” to wit: employee exit survey results.

OPEN SESSION – The committee will reconvene in open session immediately following the closed session and may take official action on matters discussed in closed session.

Human Resources

1. Human Resources Report
2. Consider Potential Changes to Policies Regarding Compensatory Time
3. Approve Compensation for Acting Highway Commissioner Effective June 3
4. Consider Change to Discipline and Termination Process
5. Recommendations for Work from Home Policy/No Work from Home Policy
6. July 1, 2024 General Employee Wage Increases

CLOSED SESSION announced by Chair

Medical Leave Request pursuant to Wi Stats 19.85(1)(c) for considering employment, promotion, compensation or performance evaluation data of any public employee over which the government body has jurisdiction or exercises responsibility.

OPEN SESSION – Discussion/action as may be necessary or appropriate on matters discussed in closed session

CLOSED SESSION announced by Chair

Preparing for negotiating employee contracts for Sheriff's Department pursuant to Wi Stats 19.85 (1)(e)
Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session.

OPEN SESSION – Discussion/action as may be necessary or appropriate on matters discussed in closed session

ADJOURN

At any time, a quorum of another County Committee or of the County Board may be present at the meeting to observe the proceedings, but no action will be taken except by those Committee Members for the stated Committee meeting and only on noticed agenda items.

Please Note: Upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals. For additional information, or to request this service, contact the Rusk County Clerk's Office: phone (715)532-2100.

RUSK COUNTY PERSONNEL COMMITTEE MINUTES

May 9, 2024

Personnel Committee Present: Zimmer, Wallace, Russell, Meyer, Willingham.

Others Present: C. Meyer, A. Heath, A. Gudis, J. Wilk, Sheriff Wallace, Chief Deputy Grassmann, T. Engel, M. Wojcik, Captain Murry, M. Kron, R. Tuma, T. Olynick and T. Cudo.

Public: E. Webster

CALL TO ORDER

Meeting called to order at 3:00 p.m.

ELECTION OF CHAIR

Clerk Meyer called for nominations for Personnel Chairman.

Meyer nominated Zimmer for the Personnel Chairman.

Clerk Meyer called for additional nominations three times.

Motion by Meyer, seconded by Wallace to close nominations and cast a unanimous ballot for Zimmer as Chair. Motion carried.

ELECTION OF VICE-CHAIR

Zimmer called for nominations for Personnel Vice-Chairman.

Meyer nominated Wallace for Personnel Vice-Chairman.

Zimmer called for additional nominations three times.

Motion by Meyer, seconded by Russell to close nominations and cast a unanimous ballot for Wallace as Vice-Chair. Motion carried.

APPROVAL OF MINUTES

Motion by Meyer, seconded by Russell to approve April 4, 2024 meeting minutes as presented. Motion carried.

PUBLIC COMMENT – Public Comment on Recruitment and Retention in the Sheriff's Department.

PRESENTATION

Alicia Schwartz from JA Counter gave a presentation on Health and Ancillary Benefits for Rusk County.

DISCUSSION AND POSSIBLE MOTION

Sheriff and Jail

Presentation and Discussion on Recruitment and Retention – Chief Deputy Phil Grassmann gave a presentation on the Recruitment and Retention in the Rusk County Sheriff's Department. The Committee is requesting additional information to present to the County Board from fully staffed vs. short staffed and present at the June Personnel Meeting.

Review of Jail Reserve Program and Wages

Sheriff Wallace addressed the Resolution as Amended by the Emergency Services Committee.

Amend Resolution 16-17 Rusk County Sheriff's Office Reserve Deputy Wage Compensation.

Motion by Willingham, seconded by Meyer to Amend the Resolution 16-17 Rusk County Sheriff's Office Reserve Deputy Wage Compensation to include the current wages and proposed wages in a grid and forward to County Board. Motion carried.

Motion by Meyer, seconded by Wallace to approve Resolution 16-17 Rusk County Sheriff's Office Reserve Deputy as amended. Motion carried.

Highway

Wage for Highway Worker II Moving to Mechanic

Ashley Gudis is requesting to increase Wage for Highway Worker II Moving to a Mechanic.

Motion by Willingham, seconded by Meyer to approve the request to increase Wage for Highway Worker II moving to a Mechanic position at \$25.30 retroactive from April 2024. Motion carried.

Health and Human Services

Temporary Approval for Information & Assistance Position to Work Outside Flex Schedule

Health and Human Services is requesting to work outside the Flex Schedule to catch up on the current work.

Motion by Meyer, seconded by Russell to approve the Information and Assistance Position in HHS to work outside flex schedule until the end of July. Motion carried.

Human Resources

Human Resources Report

Ashley Gudis, HR Manager gave a report on terms, hires, open positions, updating the handbook and job descriptions and the interview process.

Work from Home Policy

Ashley Gudis, HR Manager is requesting a Work From Home Policy due to retention and would present a Work from Home Policy draft to the Committee. Discussion held on policy and drafting a Policy to bring to the Personnel Committee.

Motion by Meyer, seconded by Wallace to enter into closed session at 6:09 p.m. All responded yes.

CLOSED SESSION announced by Chair

Review and Update of Performance Improvement Plan relating to employee job performance pursuant to Wi Stats 19.85(1)(c) for considering employment, promotion, compensation or performance evaluation data of any public employee over which the government body has jurisdiction or exercises responsibility.

OPEN SESSION – at 6:44 p.m.

ADJOURN

Motion by Russell, seconded by Wallace to adjourn at 6:45 p.m. Motion carried.

RUSK COUNTY SPECIAL PERSONNEL COMMITTEE MINUTES

May 20, 2024

Personnel Committee Present: Zimmer, Wallace, Russell, Meyer and Willingham.

Others Present: C. Meyer, A. Heath, A. Gudis, J. Wilk.

Public: C. Ostenso.

CALL TO ORDER

Meeting called to order at 4:00 p.m. by Chair Zimmer.

PUBLIC COMMENT – None.

DISCUSSION AND POSSIBLE MOTION

Highway

Approve Interim Highway Commissioner Retroactive Compensation through June 2, 2024

The current Highway Commissioner has resigned as of May 20, 2024, the request for an Interim Highway Commissioner is \$1,500.00 per month retroactive as of May 9, 2024 through June 2, 2024.

Motion by Russell, seconded by Wallace to approve the request for \$1,500.00 per month retroactive as of May 9, 2024 through June 2, 2024. Motion carried.

Approve Interim Highway Commissioner Compensation Effective June 3, 2024

The Highway Committee has postponed the approval of Interim Highway Commissioner Compensation effective June 3, 2024. The Personnel Committee will not act on the Agenda Item.

RESOLUTION

Approving July 1, 2024 General Employee Wage Adjustments

The Finance Director Jaimie Wilk, HR Manager Ashely Gudis and Administrative Coordinator Ashley Heath gave an explanation of the July 1, 2024 General Employee Wage Adjustment request for a fiscal impact of \$152,990.00 for 2024 and approximately \$305,981.00 annually.

Motion by Wallace, seconded by Russell to approve the 3 step increase starting July 1, 2024 Resolution General Employee Wage Adjustment request for a fiscal impact of \$152,990.00 for 2024 and \$305,981.00 annually thereafter.

Voice vote called by Meyer: Yes – Russell, Willingham and Wallace. No-Meyer and Zimmer. Motion carried as amended.

Motion by Willingham, seconded by Russell to amend the Resolution amendment to line 10 and 11 to strike out ~~in their current position~~ and replace with employed by Rusk County May 21, 2024. Motion carried.

Motion by Meyer, to amend the Resolution to a 2-step increase from a 3-step increase. Motion failed.

ADJOURN

Chair adjourned at 5:18 p.m.

Chapter 6

EMPLOYEE BENEFITS

Section 1: Overtime Compensation, Compensatory Time and Related Matters

6. Compensatory Time Off: Shall be scheduled by the employee's immediate supervisor or department administrator in accordance with established departmental policies and County payroll procedures. Compensatory time shall be reviewed on a regular basis by the department administrator who may require scheduling of compensatory time off based upon department workload.

In lieu of overtime pay, employees shall be allowed to accrue compensatory time ("comp time"), up to a maximum of forty (40) hours on the basis of one and one-half hour of comp time for each hour of overtime worked. The scheduling of the use of comp time shall be subject to the approval of the employee's supervisor. Comp time not used during the calendar year ~~may be carried over from year to year and cannot be cashed out unless the employee leaves employment with the County will be paid out to the employee on the last paycheck of that calendar year unless arrangements are made to utilize the comp time before the end of the year. Comp time will not be paid out any other time unless the employee leaves employment with the county.~~ Exceptions:

~~A. Nurses. In lieu of overtime, Nurses shall be allowed to accrue compensatory time ("comp time"). Compensatory time off which is carried over into a new calendar year may only be used as time off and cannot be cashed out unless the nurse leaves the employment of the County, in which case it would be cashed out.~~

B.A. Social Workers/Social Service Workers. Compensatory time off for social workers/social service workers shall be granted utilizing a one- to-one ratio for all authorized time worked outside the defined work schedule relating to non-emergency situations. This primarily consists of prearranged appointments with client for whom an appointment during the normal workday would be impossible, inconvenient, or would otherwise constitute a hardship. Under these circumstances, it makes no difference whether or not the additional time worked by the social worker/social service worker is contiguous to the normal workday. In either case, the one-to-one ration shall apply.

Time worked outside of the defined work schedule which can fairly be attributed to an emergency situation shall result in the granting of pay or compensatory time off at a 1.5 to 1 ratio. For purposes of this higher ratio, an "emergency" situation occurs when the affected social worker has no advance notice of the need to work additional hours, but is instead called back to work under circumstances necessitating immediate attention on the part of that social worker/social service worker. In that event, and without regard to the actual number of hours worked, the social worker/social service worker shall be credited with a minimum of two (2) hours work, paid at time and a half or compensatory time off shall be granted. An employee must designate on their time sheet whether they will be selecting pay or compensatory time off at the time the emergency situation occurred. ~~Approved by Personnel 3-5-15.~~

Only at the time of termination may the social worker/social service worker convert any unused compensatory time off into its cash equivalent and be paid accordingly.

7. Based upon an emergency circumstance and by mutual agreement between the department administrator and the employee, an employee may exceed the 40-hour maximum accrual limit as long as the amount of

compensatory time accrued that exceeds the limit is used within ~~63~~0 days.

8. The Personnel Committee reserves the right~~7~~ to grant additional exceptions to this policy based upon a request and sufficient rationale provided by a department administrator.

Section 7: Separation Benefit for PTO and Compensatory Time

- A. Resignation: An employee deciding to leave Rusk County employment shall submit a resignation in writing stating the last working day for the County. This notice shall be given to the employee's department head. The notice shall be given to both the Administrative Coordinator and Human Resources Manager if a department head is resigning. It is expected that employees will give as much notice as possible to facilitate the hiring and orientation of new staff members. The County reserves the right to determine the last day of employment once notice is given. The final pay check shall include payment of hours actually worked since the last pay check.
- B. At time of voluntary separation (retirement or resignation) employees with at least 12 months of service who subsequently leave employment of the County in good standing, may receive cash payment for all remaining accrued PTO time, less normal withholding if employees provide 10 working days written notice and department heads provide 20 working days written notice. Employees failing to provide at least 10 working days' notice and department heads failing to provide at least 20 working days' notice will not receive the PTO payout.

Employees failing to give the required advance notification of voluntary separation shall not be considered for reemployment except for unusual reasons and with the consent of the Human Resources Manager and/or Administrative Coordinator.

At the time of an involuntary separation due to lack of work (layoff), employees with at least 12 months of service shall receive payment for all remaining PTO, less normal withholdings. At the time of any other involuntary termination, NO cash payment for remaining PTO shall occur.

~~C. The employee's last day of employment will, in most cases, be the last day worked. The County may extend the last day of employment in order to pay out any accrued compensatory time. If an employee separates employment for any reason before taking overtime compensatory time, it shall be paid in a lump sum on the final paycheck.~~

~~D.C.~~ _____ Employees shall return all County property to their immediate supervisor on their last day of work.

Proposed Change to Rusk County Personnel Handbook
Chapter 7, Section 3

Procedure for Progressive Corrective and Discipline Levels:

Level I:

~~Level I is an informal meeting between the employee and his/her supervisor. The supervisor clearly specifies the nature of the concern for the employee's performance/conduct and why the supervisor feels expectations have not been met and/or why corrective action by the employee is necessary. The supervisor also clearly states the specific expectation(s)/corrective action(s) required and the time frames in which the expectation(s)/corrective action(s) must occur. The supervisor documents the meeting in writing, identifying the specific employee conduct/performance issues and the specifically required expectation and/or corrective action plan. The supervisor maintains the documentation in his/her office and a copy is given to the employee.~~

Level II: Verbal Warning

Level II is a verbal warning. In consult with the Human Resources Manager, the supervisor clearly informs the employee that he/she is being verbally warned. Verbally, the supervisor informs the employee of specifically what has been done wrong and the corrective action or expectation(s) required. The employee is also verbally informed that if corrective action is not taken or expectations are not met, further corrective and/or disciplinary steps up to and including suspension and/or termination may occur. ~~The verbal warning is documented by the supervisor in writing which the employee must sign, acknowledging receipt of the written verbal warning.~~

Level III: Written Warning

Level III is a written warning. In conjunction with the Human Resources Manager, a written warning can be provided to an employee for whom there is a performance deficiency or conduct issue that needs to be corrected. The written warning must state specifically the conduct or performance deficiency that must be corrected. If applicable, a specific corrective action plan shall be outlined and a time frame at the end of which the corrective action plan must be completed. The employee is informed that if the corrective action plan is not completed or adhered to, expectations are not met, or additional violations occur, further corrective and/or disciplinary steps may be taken up to and including suspension and/or termination. ~~The employee must sign the written warning, acknowledging receipt.~~

Level IIII: Suspension

Level IIII is a suspension with or without pay. A suspension is a serious step since the next step may be dismissal if corrective action does not occur, expectations are not met or additional violations occur. The supervisor, in conjunction with the Human Resources Manager, will issue the notice of suspension. The suspension notice will specifically identify the date the suspension begins and ends and the conduct or performance deficiency for which the suspension is being given. If applicable, the notice will also specifically describe the corrective action that is required of the employee to perform and the time frames for doing so. The employee must also be informed that if corrective action does not occur, or expectations are not met, further corrective and/or disciplinary action may be taken up to and including

~~suspension and/or termination. The employee will sign the notice of suspension acknowledging receipt of the notice.~~

Level IV: Termination

The Department Head, Human Resources Manager, and Administrative Coordinator will determine if termination of employment is necessary for all staff with the exception of Appointed Officials as described in Rusk County Ordinance Section 2-119. Recommendations for discipline or termination of Appointed Officials will be referred to the Personnel Committee through the Human Resources Manager for disposition.

If there is a vacancy of a Department Head, Human Resources Manager, and/or Administrative Coordinator, and an interim has not been named, the Personnel Committee shall appoint another department head, manager, or supervisor to be involved in the termination decision. In the event an appropriate individual cannot be named, the recommendation for discipline or termination shall be referred to the Personnel Committee.

Whether disciplinary actions against employees are taken or not taken by County management, it shall in no way abrogate the right of Rusk County to discharge an employee from employment at any time, for any reason or no reason, with or without prior notice. It is impossible to categorically state when or if disciplinary measures or termination of the employment relationship will be the appropriate action. The degree of discipline administered will depend on the nature and severity of the infraction, and the employee's prior record and shall be in accordance with County policies and procedures as well as local, state, or federal laws and regulations.

At the sole discretion of the County, various types of employee discipline may be imposed which include but are not limited to the following: verbal warning, written warning, and/or suspension. None of these disciplinary measures are required to be used before discharge from employment occurs nor are the listed disciplinary actions required to be used in any specific order. Employees who violate policies and procedures, whether expressed or implied or who have unsatisfactory work performance are subject to disciplinary action, up to and including discharge from employment. It is the responsibility of each Supervisor and/or Department Head with the assistance of the Human Resources Manager to evaluate thoroughly the circumstances and facts as objectively as possible and then apply the most suitable form of discipline. The employer may repeat disciplinary action.

Documentation: All steps taken under this procedure ~~, including informal meetings,~~ shall be documented with a copy provided to the employee and a copy placed d in the employee's personnel file. The employee ~~must~~ shall sign written warnings and notices of suspension acknowledging receipt of the notice.

Telecommuting Policy – Option A

1. Policy Purpose

Telecommuting allows employees to work remotely for part of their workweek. It is a flexible working arrangement that allows an employee to perform their job duties from a physical location outside of their County office. The ability to work remotely is also purposeful in attraction, recruitment, and retention of future and current employees. Employees of Rusk County may be allowed to telecommute if their work can be accounted for and a clear record of time worked established.

Regular work practices and job duties that require an employee to work away from the office are not considered telecommuting. These work practices and job duties include time spent working out in the community, such as meeting with clients, attending training events, managing community events, etc.

It is the responsibility of the Department Head to schedule employees to provide for coverage during regular work hours. The public relies on County services to meet their health and financial needs and, as public servants, every effort must be made to keep services running.

Rusk County will permit telecommuting as provided by this policy when it benefits the productivity of the employee and their department and if determined by employee's department that telecommuting is not detrimental to either the County or the employee. By allowing an employee to telecommute, it shall not reduce or limit services to the public.

Option 1: Rusk County allows eligible employees up to two (2) days per week for remote work. ‘

Option 2: The supervisor will determine the number of days per week/payroll period that the employee will be allowed to telecommute.

2. Eligibility

The County realizes that not all departments or positions will be able to allow telecommuting. Not all work situations are appropriate for telecommuting, nor is telecommuting appropriate for all employees. A department that allows telecommuting must ensure that an appropriate work environment and appropriate framework of expectations exists. It is the responsibility of the employee's direct supervisor to ensure that quality services continue to be delivered at an equal or improved level of timeliness and efficiency. This policy applies to Rusk County departments and positions where remote work will not inhibit services to the community. The use of telecommuting is at the sole discretion of the department.

The determination that a position may or may not be appropriate for telecommuting is made on a case-by-case basis with the department head in conjunction with Human Resources. Departments shall evaluate whether a position is suitable for telecommuting based on the nature of the work that is being performed. The employee's direct supervisor will monitor work performance. If there is any decline in performance or efficiency, the telecommuting will cease.

Generally, requests to telecommute should be considered when:

- A. The employee's duties can be fulfilled within the telecommuting structure.
- B. Telecommuting fits with the needs of the department.
- C. The manager believes the employee can maintain the expected quantity and quality of work while telecommuting.

- D. The employee has demonstrated good communication and time management skills and has demonstrated the ability to complete work projects with minimal supervision.
- E. The employee has 6 months of consecutive service with Rusk County in their current department. Initial trainings prior to the employee's 6-month mark can be completed at home if approved by the department head.

Generally, requests to telecommute should not be considered when:

- A. The job requires the employee's physical presence or telecommuting would impair the department's efficiency.
- B. The employee's current job description requires frequent supervision, direction or input from others who are onsite.
- C. The employee's job duties require that the employee provides frequent supervision, direction or input to other employees who are onsite, and those efforts are not effective over a remote platform.
- D. The employee has documented performance and/or attendance concerns.

Any decision to approve, deny, or discontinue a telecommuting agreement is not discipline and is not subject to the grievance process. Telecommuting is a management decision and may be terminated by an employee's department head and/or Human Resources at any time for any business-related reason.

3. Telecommuting Expectations

Employees are required to adhere to the following terms and conditions for continued employment. Failure to abide by these expectations listed below may subject the employee to disciplinary action, up to and including termination.

- A. Employees shall use Rusk County issued laptops and equipment exclusively for all county related work. All equipment loaned to an employee remains the property of the County during the duration of a Telecommuting Agreement and must be returned upon termination of the agreement.
- B. Employees shall use their home or personal internet / Wi-Fi. Rusk County will not reimburse employees for any home or personal Wi-Fi / internet connectivity expenses. It is expected that employees have reliable high-speed internet in order to participate in telecommuting. Depending on the employee's position, a minimum broadband amount may be required.
- C. Employees agree not to allow any individual residing with or visiting employee's remote work location to access Rusk County owned equipment, or any files, folder, emails, and other confidential or sensitive data on any personally owned equipment.
- D. Employees must consider their remote workspace an extension of their Rusk County workspace and all work-related injuries and illnesses must be reported to employee's supervisor immediately.
- E. If an employee has situations that affect their availability to work remotely, they need to inform their supervisor, and flex time or use applicable benefit time. If an employee finds they do not have enough work for all expected hours of work, they need to inform their supervisor.
- F. Costs related to remodeling and/or furnishing the telecommuting workspace shall be non-reimbursable by Rusk County.
- G. The duties, obligations, responsibilities and standards of performance of an employee are unchanged when telecommuting.

- H. Management must be able to verify the hours worked by an employee. The employee must maintain a normal workload and keep an accurate accounting of what they work on while telecommuting.
- I. An employee may, at the discretion of their immediate supervisor, be called to work at their worksite on their regular telecommute day, during their regular work hours to meet workload requirements or demands.
- J. Employees are expected to make and maintain dependent care arrangements while working remotely. Employees should not be engaging in dependent care activities when performing official duties. While an occasional, brief interruption may occur when a dependent is present in the home, employees working remotely must be careful to keep interruptions to a minimum to avoid disruptions that impact work activities or performance. Situations where employees may need to provide dependent care during work hours shall not be counted as worked time.
- K. Telecommuting is not intended to permit staff to have time to work at other jobs or run their own businesses.
- L. All meetings with clients and or visitors conducting business with Rusk County shall not be held in the employee's telecommuting location.
- M. The employee agrees to take appropriate action to protect all equipment from damage or theft and will not leave any equipment unattended with others present while connected to the network.
- N. If an employee has a need for time off, employees must use PTO, Comp Time, or discuss alternatives with their immediate supervisor and/or Department Head.

4. Equipment

Employees working remotely must abide by Rusk County's policies covering information security and data privacy. Maintenance on Rusk County owned equipment will be performed only by a Rusk County authorized technician either remotely or at the County. IT will not come to your telecommuting site to perform maintenance. Rusk county reserves the right to monitor any and all equipment on the Rusk County network, and the right to remove or disable the network connection should the equipment show the behavior of infection, indicators of compromise, or use in violation with Rusk County Policies. Personal computers are prohibited while telecommuting.

If an employee experiences technical difficulty that cannot be immediately resolved, then the employee must report in person to work or seek approval to use benefit time.

Remote workers shall be subject to additional security requirements to ensure the safety and integrity of County equipment and data. Examples include two-factor authentication and/or one-time passwords.

5. Confidentiality

Employees in a telecommuting arrangement must comply with all Rusk County policies and procedures concerning the handling of Protected Health Information, Confidentiality, as well as use of computers, internet and email. Employees are responsible for protecting the privacy and confidentiality of data at their telecommuting location the same as they would be in the principal work location. Employees will limit consumer specific information in their possession outside of County offices to that necessary to perform their duties. Confidential information on a computer screen will not be visible to others. Employees will take reasonable steps to prevent others access to physical documents containing confidential information.

6. Travel Expenses

If during the scheduled telecommuting workday, an employee is dispatched to an unscheduled work call, they will be paid mileage from their home to the location of the unscheduled work call and back to their home location. If an employee is required to come to the worksite at the beginning of their normal work schedule and on a normally scheduled telecommute day, the time traveling from the employee's home to the worksite is not treated as job site travel. Other questions regarding mileage reimbursement for work related travel, please refer to county policy.

7. Liability

The County will not be liable for damages to the employee's property resulting from participation in the telecommuting program. Injuries sustained by the employee while at their telecommuting work location and in conjunction with their regular work duties are normally covered under the County's workers' compensation policy. Those working remotely must have a safe and ergonomically correct workspace. Employees are responsible for notifying the employer of such injuries in accordance with the Rusk County Handbook. The employee is liable for any injuries sustained by visitors to his or her work location. Employees will not meet with clients and/or visitors while conducting business with Rusk County at the employee's telecommuting location. By participating in the telecommuting arrangement, the employee agrees to hold Rusk County harmless against any and all claims including injuries to others at the telecommuting location.

8. Request Process

Employee must complete the Telecommuting Request Form and submit it to their supervisor and/or department head at least 1 week before the start of the impacted shift unless an emergency situation exists. The supervisor and department head will evaluate the request based on eligibility criteria. The supervisor and/or department head will meet with the employee to review the request and will then approve the request or inform the employee of the reasons why the request was denied, or propose modifications to the request.

If the telecommuting request is approved, details of the arrangements are detailed in the Telecommuting Agreement such as performance expectations, work hours and work schedules. Both the employee, supervisor, and human resources must sign the agreement prior to the start of the telecommuting arrangement. The agreement can be changed or cancelled by the employer at any time. This agreement should be cancelled if the employee has performance issues, change in job responsibilities, or when the needs of the department are not being met. The employee can also cancel the agreement at any time by giving notice to their supervisor.

At least annually, the supervisor and employee must discuss whether to continue the arrangement. The arrangement must also be reviewed if there is a change in job duties or change in supervisor.

9. Emergency Situations

In the event of an emergency situation such as weather, pandemic, office space construction, personal emergency, etc, the Department Head may direct an employee to telecommute outside the standard request process. All other sections of this policy still apply in an emergency telecommuting arrangement.

Telecommuting Request Form

Employee Name: _____ Job Title: _____
 Supervisor: _____ Department: _____

PROPOSED LOCATION / SCHEDULE:

1. Requested telecommuting location address: _____
2. Telecommuting days: MON TUES WED THUR FRI Variable: _____
3. How many days per month do you expect to telecommute? _____ days (max of 2 days per week)
4. Typical Telecommuting schedule: Start Time _____ End Time _____
5. Internet Provider: _____
6. Run a speed test while connected to the internet you will be on while telecommuting and complete the information below. You can simply search for "speed test" in your browser.
 - a. Download: _____ Upload: _____ Latency: _____

EQUIPMENT

Place a check by the following equipment or services that you will need to telecommute.

Laptop Printer VPN Phone
 Monitor Keyboard Mouse Other: _____

Employee Signature: _____ Date: _____

SUPERVISORS AND/OR DEPARTMENT HEADS MUST COMPLETE BELOW SECTION

	YES	NO
Are the job duties to be performed conducive for telecommuting?	<input type="checkbox"/>	<input type="checkbox"/>
Does telecommuting fit within the needs of the department?	<input type="checkbox"/>	<input type="checkbox"/>
Can the employee maintain the expected quantity /quality of work while telecommuting?	<input type="checkbox"/>	<input type="checkbox"/>
Has the employee demonstrated good communication and time management skills and have they demonstrated the ability to complete work projects with minimal supervision.	<input type="checkbox"/>	<input type="checkbox"/>
Has the employee been employed for at least 6 months in their current department?	<input type="checkbox"/>	<input type="checkbox"/>
Does the job require the employee's physical presence or would telecommuting impair the department's efficiency?	<input type="checkbox"/>	<input type="checkbox"/>
Does the employee's job description require frequent supervision, direction or input from others who are onsite?	<input type="checkbox"/>	<input type="checkbox"/>
Does the employee have any documented performance and/or attendance concerns?	<input type="checkbox"/>	<input type="checkbox"/>

Supervisor's recommendation on telecommuting request: Approved Denied
 Supervisor's Signature: _____ Date: _____
 Department Head Decision on Telecommuting Request: Approved Denied
 Department Head's Signature: _____ Date: _____
 Department Head Decision on Telecommuting Request: Approved Denied
 Human Resource's Signature: _____ Date: _____

This request is only approved if all necessary signatures are collected and a Telecommuting Agreement Form has been completed. This request form is to be filed in the Employee File

Telecommuting Agreement

Employee Name: _____ Position: _____

Telecommuting is a mutually agreed upon alternative working arrangement which can be terminated at any time. Individual employees will be required to sign this telecommuting agreement and to comply with the specific provisions contained within this agreement and with the county's Telecommuting Policy.

1. Telecommuting only involves a change in work location. It does not change the terms and conditions of employment. The employee's rights, duties, obligations, responsibilities, standards of performance and conditions of employment remain unchanged when telecommuting. By signing this Agreement, the telecommuting employee agrees to continue to comply with all applicable workplace policies and procedures, including but not limited to those contained in the Employee Handbook and all department specific policies and procedures.
2. A Telecommuting Agreement may be terminated by an employee's department at any time for any business-related reason. Any decision to approve, deny, or discontinue a telecommuting agreement is not discipline and is not subject to the grievance process.
3. The employee will be using county-owned equipment and the employee will be responsible for following all County and Department Technology policies.
4. The employee is responsible for the safety and security of County IT equipment at the employee's out of office work space. This includes maintaining data security and confidentiality to the same degree as when working at the County worksite.
5. The employee must be available for communication with other County staff during telecommuting work hours via phone and email. Some departments may establish additional conditions regarding communication (e.g. being logged in to Microsoft Teams during work hours or having available hours being established on an outlook calendar).
6. Employee may, at the discretion of their immediate supervisor, be called to work at their centrally located worksite on their regular telecommute day during their regular work hours to meet workload requirements.
7. It is expected that employees have a reliable internet connection in order to participate in this agreement.
8. While working under the telecommuting agreement, the employee agrees not to engage in any non-county related activity during the work hours specified unless such activity occurs during a break or unless the employee uses personal leave time to perform such activity. With their immediate supervisor's approval, employees may adjust their schedule or use a flexible schedule under this agreement. Overtime and undesirable hour pay must be pre-approved in advance.
9. This agreement shall supersede and replace all prior agreements and understandings, oral or written, between the manager and the employee regarding the employee's ability to telecommute.

Signing this telecommuting agreement means that the employee and their manager have reviewed this agreement. Both parties understand and agree to all statements in this agreement and in the Telecommuting Policy. Both parties agree that the telecommuting work schedule complies with Rusk County policies and procedures, human resources guidelines, and FLSA and state regulations. Additionally, both parties understand that this agreement may be terminated at any time.

Employee Signature: _____

Date: _____

Supervisor Signature: _____

Date: _____

Department Head Signature: _____

Date: _____

Human Resources Signature: _____

Date: _____

No Telecommuting Policy – Option B

1. Policy Purpose

Rusk County believes that onsite direct customer contact is often the most effective. However, the county also understands how customer convenience for remote access can be combined with employee telecommuting.

Employees of Rusk County are generally not allowed to participate in any type of telecommuting activities. Regular remote work, which provides a schedule of days and times when employees will regularly work from home is not allowed.

2. Exceptions

- A. Situational telecommuting may be approved for circumstances such as inclement weather, courthouse closure or unanticipated illness/injury or recovery from illness in which the employee is still able to fulfill their job duties. These arrangements may be approved on an as-needed basis only, with the expectation that ongoing continuance is not allowed.

Situational, short-term arrangements must be authorized by the direct supervisor and the department head in conjunction with Human Resources. Situational Telecommuting arrangements shall be for the duration of 4 weeks or less. The arrangement may be extended under special circumstances as approved by the Personnel Committee through the Human Resources Manager.

- B. On occasion Intermittent Telecommuting may be approved which would allow an employee to work remotely in a particular circumstance after approval by the immediate supervisor, department head and Human Resource Manager. These situations should be on a very limited, as needed basis and shall not exceed more than 2 days of telecommuting per week for a maximum duration of 6 weeks. The arrangement may be extended under special circumstances as approved by the Personnel Committee through the Human Resources Manager.

3. Eligibility

The County realizes that not all departments or positions will be able to allow telecommuting. Not all work situations are appropriate for telecommuting, nor is telecommuting appropriate for all employees. A department that allows telecommuting must ensure that an appropriate work environment and appropriate framework of expectations exists. It is the responsibility of the employee's direct supervisor to ensure that quality services continue to be delivered at an equal or improved level of timeliness and efficiency. This policy applies to Rusk County departments and positions where remote work will not inhibit services to the community. The use of telecommuting is at the sole discretion of the department.

The determination that a position may or may not be appropriate for telecommuting is made on a case-by-case basis with the department head in conjunction with Human Resources. Departments shall evaluate whether a position is suitable for telecommuting based on the nature of the work that is being performed. The employee's direct supervisor will monitor work performance. If there is any decline in performance or efficiency, the telecommuting will cease.

Generally, requests to telecommute should be considered when:

- A. The employee's duties can be fulfilled within the telecommuting structure.

- B. Telecommuting fits with the needs of the department.
- C. The manager believes the employee can maintain the expected quantity and quality of work while telecommuting.
- D. The employee has demonstrated good communication and time management skills and has demonstrated the ability to complete work projects with minimal supervision.
- E. The employee has 6 months of consecutive service with Rusk County in their current department. Initial trainings prior to the employee's 6-month mark can be completed at home if approved by the department head.

Generally, requests to telecommute should not be considered when:

- A. The job requires the employee's physical presence or telecommuting would impair the department's efficiency.
- B. The employee's current job description requires frequent supervision, direction or input from others who are onsite.
- C. The employee's job duties require that the employee provides frequent supervision, direction or input to other employees who are onsite, and those efforts are not effective over a remote platform.
- D. The employee has documented performance and/or attendance concerns.

Any decision to approve, deny, or discontinue a telecommuting agreement is not discipline and is not subject to the grievance process. Telecommuting is a management decision and may be terminated by an employee's department head and/or Human Resources at any time for any business-related reason.

4. Telecommuting Expectations

Employees are required to adhere to the following terms and conditions for continued employment. Failure to abide by these expectations listed below may subject the employee to disciplinary action, up to and including termination.

- A. Employees shall use Rusk County issued laptops and equipment exclusively for all county related work. All equipment loaned to an employee remains the property of the County during the duration of a Telecommuting Agreement and must be returned upon termination of the agreement.
- B. Employees shall use their home or personal internet / Wi-Fi. Rusk County will not reimburse employees for any home or personal Wi-Fi / internet connectivity expenses. It is expected that employees have reliable high-speed internet in order to participate in telecommuting. Depending on the employee's position, a minimum broadband amount may be required.
- C. Employees agree not to allow any individual residing with or visiting employee's remote work location to access Rusk County owned equipment, or any files, folder, emails, and other confidential or sensitive data on any personally owned equipment.
- D. Employees must consider their remote workspace an extension of their Rusk County workspace and all work-related injuries and illnesses must be reported to employee's supervisor immediately.
- E. If an employee has situations that affect their availability to work remotely, they need to inform their supervisor, and flex time or use applicable benefit time. If an employee finds they do not have enough work for all expected hours of work, they need to inform their supervisor.
- F. Costs related to remodeling and/or furnishing the telecommuting workspace shall be non-reimbursable by Rusk County.

- G. The duties, obligations, responsibilities and standards of performance of an employee are unchanged when telecommuting.
- H. Management must be able to verify the hours worked by an employee. The employee must maintain a normal workload and keep an accurate accounting of what they work on while telecommuting.
- I. An employee may, at the discretion of their immediate supervisor, be called to work at their worksite on their regular telecommute day, during their regular work hours to meet workload requirements or demands.
- J. Employees are expected to make and maintain dependent care arrangements while working remotely. Employees should not be engaging in dependent care activities when performing official duties. While an occasional, brief interruption may occur when a dependent is present in the home, employees working remotely must be careful to keep interruptions to a minimum to avoid disruptions that impact work activities or performance. Situations where employees may need to provide dependent care during work hours shall not be counted as worked time.
- K. Telecommuting is not intended to permit staff to have time to work at other jobs or run their own businesses.
- L. All meetings with clients and or visitors conducting business with Rusk County shall not be held in the employee's telecommuting location.
- M. The employee agrees to take appropriate action to protect all equipment from damage or theft and will not leave any equipment unattended with others present while connected to the network.
- N. If an employee has a need for time off, employees must use PTO, Comp Time, or discuss alternatives with their immediate supervisor and/or Department Head.

5. Equipment

Employees working remotely must abide by Rusk County's policies covering information security and data privacy. Maintenance on Rusk County owned equipment will be performed only by a Rusk County authorized technician either remotely or at the County. IT will not come to your telecommuting site to perform maintenance. Rusk county reserves the right to monitor any and all equipment on the Rusk County network, and the right to remove or disable the network connection should the equipment show the behavior of infection, indicators of compromise, or use in violation with Rusk County Policies. Personal computers are prohibited while telecommuting.

If an employee experiences technical difficulty that cannot be immediately resolved, then the employee must report in person to work or seek approval to use benefit time.

Remote workers shall be subject to additional security requirements to ensure the safety and integrity of County equipment and data. Examples include two-factor authentication and/or one-time passwords.

6. Confidentiality

Employees in a telecommuting arrangement must comply with all Rusk County policies and procedures concerning the handling of Protected Health Information, Confidentiality, as well as use of computers, internet and email. Employees are responsible for protecting the privacy and confidentiality of data at their telecommuting location the same as they would be in the principal work location. Employees will limit consumer specific information in their possession outside of County offices to that necessary to perform their duties. Confidential information on a computer screen will not be visible to others.

Employees will take reasonable steps to prevent others access to physical documents containing confidential information.

7. Travel Expenses

If during the scheduled telecommuting workday, an employee is dispatched to an unscheduled work call, they will be paid mileage from their home to the location of the unscheduled work call and back to their home location. If an employee is required to come to the worksite at the beginning of their normal work schedule and on a normally scheduled telecommute day, the time traveling from the employee's home to the worksite is not treated as job site travel. Other questions regarding mileage reimbursement for work related travel, please refer to county policy.

8. Liability

The County will not be liable for damages to the employee's property resulting from participation in the telecommuting program. Injuries sustained by the employee while at their telecommuting work location and in conjunction with their regular work duties are normally covered under the County's workers' compensation policy. Those working remotely must have a safe and ergonomically correct workspace. Employees are responsible for notifying the employer of such injuries in accordance with the Rusk County Handbook. The employee is liable for any injuries sustained by visitors to his or her work location. Employees will not meet with clients and/or visitors while conducting business with Rusk County at the employee's telecommuting location. By participating in the telecommuting arrangement, the employee agrees to hold Rusk County harmless against any and all claims including injuries to others at the telecommuting location.

9. Request Process

Employee must complete the Telecommuting Request Form and submit it to their supervisor and/or department head at least 1 week before the start of the impacted shift unless an emergency situation exists. The supervisor and department head will evaluate the request based on eligibility criteria. The supervisor and/or department head will meet with the employee to review the request and will then approve the request or inform the employee of the reasons why the request was denied, or propose modifications to the request.

If the telecommuting request is approved, details of the arrangements are detailed in the Telecommuting Agreement such as performance expectations, work hours and work schedules. Both the employee, supervisor, and human resources must sign the agreement prior to the start of the telecommuting arrangement. The agreement can be changed or cancelled by the employer at any time. This agreement should be cancelled if the employee has performance issues, change in job responsibilities, or when the needs of the department are not being met. The employee can also cancel the agreement at any time by giving notice to their supervisor.

At least annually, the supervisor and employee must discuss whether to continue the arrangement. The arrangement must also be reviewed if there is a change in job duties or change in supervisor.

10. Emergency Situations

In the event of an emergency situation such as weather, pandemic, office space construction, personal emergency, etc, the Department Head may direct an employee to telecommute outside the standard

request process. All other sections of this policy still apply in an emergency telecommuting arrangement.

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Telecommuting Request Form

Employee Name: _____ Job Title: _____

Supervisor: _____ Department: _____

PROPOSED LOCATION / SCHEDULE:

1. Requested telecommuting location address: _____
2. I am requesting: _____ Situational Telecommuting _____ Intermittent Telecommuting
3. If Situational please fill out the below.
 - a. Start Date: _____ End Date: _____ *maximum of 4 weeks allowed*
4. If Intermittent, please fill out the below.
 - a. Start Date: _____ End Date: _____ *maximum of 2 days per week for 6 weeks*
 - b. Telecommuting days (*circle*): MON TUES WED THUR FRI Variable by week
5. Typical Telecommuting schedule: Start Time: _____ End Time: _____
6. Internet Provider: _____
7. Run a speed test while connected to the internet you will be on while telecommuting and complete the information below. You can simply search for "speed test" in your browser.
 - a. Download: _____ Upload: _____ Latency: _____

EQUIPMENT

Place a check by the following equipment or services that you will need to telecommute.

Laptop Printer VPN Phone
 Monitor Keyboard Mouse Other: _____

Employee Signature: _____ Date: _____

SUPERVISORS AND/OR DEPARTMENT HEADS MUST COMPLETE BELOW SECTION

	YES	NO
Are job duties conducive for telecommuting and fit within the needs of the department?		
Can the employee maintain the expected quantity /quality of work while telecommuting?		
Has the employee demonstrated good communication and time management skills and have they demonstrated the ability to complete work projects with minimal supervision.		
Has the employee been employed for at least 6 months in their current department?		
Does the job require the employee's physical presence or would telecommuting impair the department's efficiency?		
Does the employee's job description require frequent supervision, direction or input from others who are onsite?		
Does the employee have any documented performance and/or attendance concerns?		

Supervisor's recommendation on telecommuting request: _____ Approved _____ Denied

Supervisor's Signature: _____ Date: _____

Department Head Decision on Telecommuting Request: _____ Approved _____ Denied

Department Head's Signature: _____ Date: _____

Department Head Decision on Telecommuting Request: _____ Approved _____ Denied

Human Resource's Signature: _____ Date: _____

*This request is only approved if all necessary signatures are collected and a Telecommuting Agreement Form has been completed.
This request form is to be filed in the Employee File*

Telecommuting Agreement

Employee Name: _____

Position: _____

Telecommuting is a mutually agreed upon alternative working arrangement which can be terminated at any time. Individual employees will be required to sign this telecommuting agreement and to comply with the specific provisions contained within this agreement and with the county's Telecommuting Policy.

1. Telecommuting only involves a change in work location. It does not change the terms and conditions of employment. The employee's rights, duties, obligations, responsibilities, standards of performance and conditions of employment remain unchanged when telecommuting. By signing this Agreement, the telecommuting employee agrees to continue to comply with all applicable workplace policies and procedures, including but not limited to those contained in the Employee Handbook and all department specific policies and procedures.
2. A Telecommuting Agreement may be terminated by an employee's department at any time for any business-related reason. Any decision to approve, deny, or discontinue a telecommuting agreement is not discipline and is not subject to the grievance process.
3. The employee will be using county-owned equipment and the employee will be responsible for following all County and Department Technology policies.
4. The employee is responsible for the safety and security of County IT equipment at the employee's out of office work space. This includes maintaining data security and confidentiality to the same degree as when working at the County worksite.
5. The employee must be available for communication with other County staff during telecommuting work hours via phone and email. Some departments may establish additional conditions regarding communication (e.g. being logged in to Microsoft Teams during work hours or having available hours being established on an outlook calendar).
6. Employee may, at the discretion of their immediate supervisor, be called to work at their centrally located worksite on their regular telecommute day during their regular work hours to meet workload requirements.
7. It is expected that employees have a reliable internet connection in order to participate in this agreement.
8. While working under the telecommuting agreement, the employee agrees not to engage in any non-county related activity during the work hours specified unless such activity occurs during a break or unless the employee uses personal leave time to perform such activity. With their immediate supervisor's approval, employees may adjust their schedule or use a flexible schedule under this agreement. Overtime and undesirable hour pay must be pre-approved in advance.
9. This agreement shall supersede and replace all prior agreements and understandings, oral or written, between the manager and the employee regarding the employee's ability to telecommute.

Signing this telecommuting agreement means that the employee and their manager have reviewed this agreement. Both parties understand and agree to all statements in this agreement and in the Telecommuting Policy. Both parties agree that the telecommuting work schedule complies with Rusk County policies and procedures, human resources guidelines, and FLSA and state regulations. Additionally, both parties understand that this agreement may be terminated at any time.

Employee Signature: _____

Date: _____

Supervisor Signature: _____

Date: _____

Department Head Signature: _____

Date: _____

Human Resources Signature: _____

Date: _____

Addition to Employee Handbook – Option C

Telecommuting

Employees of Rusk County are not allowed to participate in any type of telecommuting activities. Regular remote work, which provides a schedule of days and times when employees will regularly work from home is not allowed. Situational and Intermittent Telecommuting are also not allowed.

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