

## RESOLUTION 2025-32

### Union County Remote Work Policy

#### 1. PURPOSE.

- A. To establish requirements for County employees who are permitted to work from a location other than County established offices, while adhering to Federal, State, and local laws, and applicable Union County (County) ordinances, regulations policies, and directives.
- B. This policy shall be applicable for all permanent and semi-permanent remote work situations including, but not limited to, working from home.
- C. Employees will be held to the same standard of work as if they were physically present.
- D. Remote work is appropriate for some employees and some jobs. It is not a right, entitlement, or guaranteed County benefit.
- E. Standards, terms, and conditions applicable to the employee's work will continue to be governed by the County Employee Handbook, the Governmental Code of Conduct, Office/Department standard operating procedures, and other applicable policies, procedures, rules, laws and directives.

#### 2. DEFINITIONS.

- A. "Eligible Employee" means a Union County employee who is in a position that is deemed remote work eligible can be considered for remote work.
- B. "Remote Work Arrangement Request and Agreement Form" means the document whereby the Remote Work Arrangement is requested and, if granted in whole or in part, approved.
- C. "Remote Work Arrangement" means a change to an Eligible Employee's normal place, time, and/or manner of performing the employee's work by allowing work to occur at on or more specific remote locations.

#### 3. REMOTE WORK ARRANGEMENT REQUEST AND AGREEMENT FORM REQUIRED. All Remote Work Arrangements must be requested and documented in a Remote Work Arrangement Request and Agreement Form, which must be approved in advance of commencing remote work, by the Eligible Employee, the applicable Elected Official or Department Head, the Human Resources Coordinator, and the County Manager.

#### 4. PROCESS FOR REQUESTING A REMOTE WORK ARRANGEMENT.

- A. Any Eligible Employee seeking a Remote Work Arrangement must put their request in writing using the Remote Work Arrangement Request and Agreement Form. The request must be delivered to the Human Resources Coordinator. Thereafter, the Department head/Elected Official, Human Resources Director and County Manager will confer regarding whether the requested Remote Work Arrangement will be granted, in whole or in part, taking into consideration the following criteria (if applicable):
  - 1. The scope of the request;
  - 2. The job responsibilities, including scheduling issues particular to the employee's position and the importance of having the employee present at the normal worksite to interface with supervisors, colleagues, and/or the public;
  - 3. Whether the essential functions of the job can be accomplished if the request, or a modified version of the request, is granted;
  - 4. The operational needs of the Department or Office;
  - 5. The practical implications of accommodating the request;
  - 6. The importance of having the employee present during regular working hours at the employee's normal worksite for purposes of interfacing with colleagues and/or the public;

7. The importance of having the employee present during regular working hours at the employee's normal worksite to give and/or receive direct supervision during some or all of the day;
  8. The ability to monitor the employee's productivity and quality of work;
  9. The employee's demonstrated communication skills, motivation, and ability to work independently and complete essential functions of their job without direct supervision;
  10. The employee's historic work habits, including the employee's demonstrated ability to work independently and fulfill the responsibilities of job without in person supervision;
  11. The most recent performance evaluation of the employee if the employee has already been evaluated (Employees with one or more "needs improvement" on their most recent annual performance evaluation may not be approved for remote work);
  12. The risk associated with accommodating the request;
  13. The availability of equipment needed for the remote work arrangement;
  14. The availability at the employee's expense of sufficient facilities, access to a method of making and receiving telephone calls from the employee's office number, electricity, internet, and other required services incidental to working from home;
  15. The number of requests for Remote Work Arrangements; and
  16. Such other factors as may be relevant to the decision.
- B. If approved, in whole or in part, the approval of the Remote Work Request Arrangement Agreement will be documented on the Remote Work Arrangement Request and Agreement. If denied, in total, the employee will be notified of the denial and the reason for it by the Human Resources Coordinator.
  - C. The decision to deny a request for a Remote Work Arrangement shall be emailed, mailed, or hand delivered to the employee.
  - D. All approved Remote Work Arrangement Request and Agreements will be maintained in the employee's personnel file in the Administration Office.
  - E. The County's decision to deny, in whole or in part, or revoke a Remote Work Arrangement is final and not subject to the grievance provisions of the Employee Handbook.
5. **LIMITATIONS ON AND REQUIREMENTS APPLICABLE TO ALL REMOTE WORK ARRANGEMENTS.**
- A. A Remote Work Arrangement is not an entitlement or benefit.
  - B. The approval of a Remote Work Arrangement does not change the duties, obligations, responsibilities, or terms and conditions of employment for the requesting employee.
  - C. Standards, terms, and conditions applicable to the employee's work will continue to be governed by the Union County Employee Handbook, the Governmental Code of Conduct, Office/Department standard operating procedures, and other applicable policies, procedures, rules, and laws.
  - D. Eligible employees are not guaranteed remote work.
  - E. If a Remote Work Arrangement is approved, the conditions pursuant to which that approval is granted shall be set forth on the Remote Work Arrangement Form. Each approval shall be crafted to address the unique requirements of the employee's responsibilities.
  - F. If an Eligible Employee is granted a Remote Work Arrangement, and the employee's supervisor determines that their presence is required at the worksite for a particular day or purpose, the employee must be present at the worksite as directed by the supervisor, despite the Remote Work Arrangement, unless their presence is explicitly not required due to the location of their Remote Work Arrangement or the basis for the need for the Remote Work Arrangement. Generally, an employee required at the worksite in the middle of a remote work day, must return to the worksite promptly, and must always be available within two hours of the request, except as otherwise specified in the Remote Work Arrangement and Agreement Form. The amount of time permitted

for an employee to return to work will depend on the distance from the remote worksite to the County worksite and whether the supervisor requires that a particular identified assignment is completed prior to returning to the worksite.

- G. Other than occasional deviations from the Remote Work Arrangement, any changes in the Remote Work Arrangement must be documented and approved in accordance with Section 4(A) above.
- H. Approval of Remote Work Arrangement is not approval of overtime.
- I. As required by the Fair Labor Standards Act, non-exempt employees must report all hours worked, even those hours worked outside of their scheduled work hours. Non-exempt employees shall not work outside of their scheduled work hours, or during their lunch break, unless they are authorized to do so by their supervisor, and then must report those hours as hours worked.

**6. LIMITATIONS AND REQUIREMENTS FOR REMOTE WORK LOCATIONS AT NON-COUNTY FACILITIES.**

- A. Injuries or illnesses contracted while working at an approved Remote Work Location may not be covered by the Workers' Compensation Act or the New Mexico Occupational Disease Disabling Law. The County assumes no responsibility for any injury or disease not covered by those laws.
- B. The County is not obligated to provide materials, or take responsibility for set up or operating costs at a remote worksite, such as desks, chairs, phone, electricity, or internet.
- C. Generally, the County will provide a device (laptop/PC) for use in the remote worksite. The device is for County use only.
- D. The employee must ensure that they have a clean, professional, and safe workspace at the approved Remote Work Location designated for remote work and maintained by the employee.
- E. Tax implications related to the remote work location are the employee's responsibility; tax withholdings will be based on the laws of the State of New Mexico and Federal law.
- F. Employees must ensure that confidential records and data are maintained in a confidential manner and ensure appropriate safeguards are used to protect them. Employees who work with confidential or sensitive materials may be required to establish a private remote worksite. Documents must be filed in the same manner as if created at the employee's standard so as to preserve the records and ensure their ongoing storage and destruction through the County's record management process.
- G. All public records on an employee's personal computer, phone, or other equipment are subject to inspection under the Inspection of Public Records Act and retention, as remote work must be preserved and accessible for all County purposes, including responding to Inspection of Public Records Act requests.
- H. Employees who work from home or at another remote work location may not engage in activities while working that would not be permitted at their regular worksite, during regular working hours. They will manage personal responsibilities in a way that allows them to fulfill their job responsibilities. Employees working remotely shall not engage in outside employment during their work hours.
- I. Employees are required to be accessible during their scheduled work hours on any of the following: County provided VoIP phone or County preferred meeting software.
- J. Only hours actually worked, and not compromised by responsibilities and/or interruptions which are not part of work, shall be reported on the employee's timesheet, regardless of the schedule approved for work. In the event an employee is unable to perform remote work due to circumstances beyond their control (e.g., power failure or loss of internet connectivity), the employee may request to use accrued PTO or other appropriated paid time off. The unworked time shall not be documented as time worked. In the discretion of the supervisor, an employee whose work day was interrupted as set forth herein, may continue their workday later than their scheduled workday to make up a brief interruption during the day. If an employee working remotely regularly requests to flex their time due to unscheduled interruptions in the workday, the supervisor may evaluate whether the remote work arrangement should be modified or terminated.
- K. When the County is closed or delays opening due to inclement weather, or other events, and the

basis for closing does not limit the remote work location, the employee working at a remote work location will be expected to continue working their regular schedule if work remains possible, and will not be entitled to administrative leave granted for employees unable to work due to events impacting a County worksite, unless they are similarly unable to work.

- L. Employees are responsible for all costs associated with maintain a remote work location, including but not limited to the cost of electricity, provision of office furniture, access to reliable internet service, and if necessary, a cellular telephone to which their desk phone may be forwarded.
- M. The County is not responsible for damages to an employee's personal or real property at a remote worksite.
- N. The County may elect to monitor productivity for those working remotely. Methods of monitoring may vary, but may include but not be limited to, utilizing software that allows the County to monitor computer use, the type of work occurring or the websites or social media accessed. There shall be no expectation of privacy when using County owned equipment and users shall not assume electronic communication, while using County owned equipment, is private.

#### **7. REMOTE WORK LOCATION EQUIPMENT.**

- A. Except as otherwise documented in the Remote Work Arrangement Form and Agreement, Employees shall utilize only County computers and software to work from a remote location.
- B. The employee and their supervisor will compile a list of equipment owned by the County to be used by the employee at the remote work location. This list will be included in the employee's approved Remote Work Arrangement Form and Agreement.
- C. Any County equipment at the remote work location shall be used solely for the purpose of carrying out the employee's job responsibilities; no other parties are permitted to use County equipment for any reason.
- D. Any County property shall remain County property. Should employment with the County cease or the Remote Work Arrangement terminate, the employee must return all equipment to the County upon termination of the Remote Work Arrangement and prior to the final day of employment.
- E. Only the County can undertake repairs and maintenance on County equipment such as computers provided to the employee for their remote worksite, and only the County may manage software on the equipment.
- F. Employees must utilize dual authentication when working from home and are not to utilize personal computers, hard drives, flash drives or other personal computer equipment which could compromise the security of the County's network, or the confidentiality of the County's data and records, to accomplish County work.
- G. The employee agrees to immediately notify their supervisor of any problems or difficulties with the operation of the County's equipment and agrees to return all County equipment to the County immediately upon request. The employee also agrees to immediately notify their supervisor if the equipment is lost, damaged, or stolen.
- H. The employee will take all reasonable precautions to secure the County's equipment, data, technology and information to ensure that it is managed and utilized appropriately and that its privacy and integrity are safeguarded at the remote work location.
- I. An employee working remotely must protect County equipment, software, supplies, records, and data from possible theft, loss, and damage.
- J. Violations of this policy may result in disciplinary action, up to and including termination.

#### **8. TERMINATION OF REMOTE WORK ARRANGEMENTS.**

- A. Approval of a Remote Work Arrangement can be revoked at any time for the benefit of County operations, for any reason related to the success of the Remote Work Arrangement or changes within the relevant Department, Division or Office, or due to failure to comply with the terms of the Remote Work Arrangement. The County will endeavor to provide employees with a minimum of five (5) calendar days' notice of such change, but this may not always be possible and is not required.

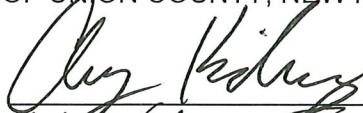
B. Employees may request to end their Remote Work Arrangement at any time.

9. **POSITIONS FOR WHICH REMOTE WORK IS NOT AVAILABLE.**

Some positions are not suitable for remote work, including but not limited to positions that require the employee to have daily, in-person contact with co-workers, supervisory personnel, or the general public in order to be effective. Examples of position which are not suitable for remote work are law enforcement officers, equipment operators, and maintenance employees.

**PASSES, APPROVED, AND ADOPTED this 9<sup>th</sup> day of December, 2024.**

BOARD OF COUNTY COMMISSIONERS  
OF UNION COUNTY, NEW MEXICO



Chair

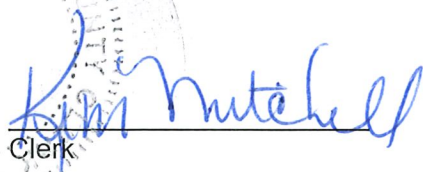


Member



Member

ATTEST:



Clerk