RESOLUTION - ACTION REQUESTED 2020-559

MEETING: September 15, 2020

TO: The Board of Supervisors

FROM: Carl Crown, Interim Human Resources Director

RE: Approve Temporary Amendment to the County's Teleworking Policy

RECOMMENDATION AND JUSTIFICATION:
Approve a temporary amendment to the County's Teleworking Policy to allow for dependent childcare.

The County's current Teleworking Policy and Telework Agreement, adopted in 2019, excluded the telework option for dependent care. With schools and daycare facility closures due to COVID-19, many County employees are left with little or no access to childcare during the day. As a result, many must use their accrued leave and are lost to the work site. This results in diminished service to the public and an added burden on remaining staff. Amending the Teleworking Policy to allow for employees with childcare issues to work from home will help alleviate these issues.

Staff requests that the Board approve a temporary amendment to the terms of the Telework Agreement in the Telework Policy to allow for employees with childcare issues to telework as an option for dependent childcare. This amendment would continue in effect until schools and daycare facilities reopen. All other terms and conditions of the Teleworking Policy and Telework Agreement will remain in effect.

With the advent of the COVID-19 pandemic, many departments have taken advantage of the teleworking option and have put in place various systems to distribute and monitor work. In addition, equipment and technical capabilities have been upgraded to ensure safe and secure use and transmission of data. Overall, departments and employees have been pleased with telework.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
On August 8, 2017 the Board of Supervisors approved the Mariposa County Telecommuting Policy and Process. On February 26, 2019, the Board approved amendments to the Telecommuting Policy.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve and continue losing valuable availability and productivity of staff, and
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thus reduced service to the public and increased stress on remaining staff.

ATTACHMENTS:
Teleworking Policy-Temporary Amendment 8-2020 (PDF)

RESULT: ADOPTED AS AMENDED [UNANIMOUS]
MOVER: Rosemarie Smallcombe, District I Supervisor
SECONDER: Marshall Long, District III Supervisor
AYES: Smallcombe, Jones, Long, Cann, Menetrey
MARIPOSA COUNTY
TELEWORKING POLICY

The County may offer teleworking as an alternative work arrangement (either full time or part teleworking/part traditional office) for employees whose essential job functions are compatible with this approach.

The teleworking option is designed as a work alternative that the County may offer to some employees when it would benefit both the employee and the organization. Teleworking does not change the basic terms and conditions of employment with the County, and employees are subject to the same policies that apply when working at a County facility. Teleworking is not a benefit or entitlement, but a voluntary alternative work arrangement intended to enhance productivity, creativity, employee satisfaction, and/or reduce operations costs. Teleworking arrangements must be approved by the Department Head and/or Supervisor, and include a signed Telework Agreement.

Employee Eligibility Considerations

Does the nature of the work lend itself to teleworking?

- Jobs that entail periods of working alone or with equipment that can be kept at the alternate work site;
- Clearly defined tasks, objectives, and priorities;
- Periods of little face-to-face communication; and,
- Measurable work activities.
Telework Agreement
Between Mariposa County and Employee Approved for Teleworking

The employee completes Nos. 1-13 and submits to their immediate supervisor and/or department head. The supervisor and/or department head completes Nos. 14-16 and electronically transmits the form to Human Resources. If the Telework Agreement is denied, the reason is provided in No. 12 and transmitted to Human Resources and the employee.

<table>
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<tr>
<th>1. Employee Name:</th>
<th>2. Job Title:</th>
<th>3. Date of Request</th>
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<tbody>
<tr>
<td>4. Business Telephone:</td>
<td>5. Department:</td>
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<td>6. Official Worksite/Location:</td>
<td>7. Alternative Worksite Telephone:</td>
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<td>8. Alternative Worksite Address:</td>
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<td>9. Telework Arrangement Implementation Dates:</td>
<td>10. Telework Arrangement: (Check all that apply)</td>
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<td>This Telework Agreement may not exceed one year and may be approved for lesser periods.</td>
<td>☐ Regular/Recurring*</td>
<td></td>
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<td></td>
<td>☐ Situational (occasional, temporary medical situation)**</td>
<td></td>
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<td>Start date:</td>
<td>☐ Remote***</td>
<td></td>
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<tr>
<td>End date:</td>
<td>☐ Employee is on flex schedule and has a regular day off on the first ☐ or second ☐ week of the pay period. Indicate day of the week:</td>
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<tr>
<td>Comments:</td>
<td>☐ Telework Agreement Cancelled (cite reason in comments section, #12)</td>
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*Regular and Recurring Telework
Telework is performed on a regular and recurring basis by week or pay period, as indicated above.

**Situational Telework
Employees telework on a case-by-case basis where the hours worked are not part of a previously approved, ongoing, and regular telework schedule.

***Remote Telework
(1) A telework arrangement in which the employee resides and works at a location beyond the local commuting area of the employing organization's worksite.
(2) A full-time telework arrangement.
11. Indicate Telework Days for Regular and Recurring: Approving Supervisor and employee agree the telework schedule will be: Day(s) each *(Please select one)*

- [ ] Workweek  - [ ] Pay Period  - [ ] Month

Please select which days will be teleworked:

- [ ] Monday  - [ ] Tuesday  - [ ] Wednesday  - [ ] Thursday  - [ ] Friday

Hours of Duty: (for example, 8:00 a.m.-5:00 p.m.) _______ to _______

_Supervisors may call employee back to the traditional worksite at any time.Employee Initials:_____

*Please list any additionally agreed expectations (i.e., log in/check in process, response times, etc.) in the comments section of this form.*

12. Comments:

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13. Employee signature

14. Employee may be approved for both situational and regular/recurring telework. Approving Supervisor authorizes employee participation for: □ (1) situational/ad hoc telework, □ (2) regular and recurring telework, and □ (3) telework combined with a flex schedule. For supervisory employees, the immediate supervisor approves the Telework Agreement. Once employees have been approved for situational telework, their supervisor can approve telework on a case-by-case basis.

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15. Department Head Signature: *(Name & Title)*  

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16. Supervisor Signature: *(Name & Title)*  

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*Telework Agreements may be terminated for various reasons, including but not limited to, diminished productivity, failure to follow the Telework Policy and required procedures, unmanageable burden on other staff members, no adequate resolution to staff coverage, customers’ satisfaction with service provided is adversely affected, or the arrangement no longer meets the County’s needs.*
TERMS OF TELEWORK AGREEMENT

The terms of this Agreement must be read in conjunction with other County policies and any additional guidance provided by the Human Resources Department. Signatories certify they will abide by this Agreement and all supplemental terms established by the County.

1. Work schedules and hours of duty may be modified as necessary, but are subject to County policy and/or collective bargaining agreement requirements. A copy of the employee’s daily schedule should be kept on file with the signed Telework Agreement.

2. The official worksite is the location of employee’s position of record where he or she normally works, not his/her telework location.

3. Prior to signing this Telework Agreement, the supervisor and employee will discuss:
   a. Office procedures (e.g., procedures for reporting to duty, procedures for measuring and reviewing work, time and attendance procedures, procedures for maintaining office communications);
   b. Work assignments; and
   c. Performance expectations.

4. Employee agrees to complete all assigned work according to procedures mutually agreed upon by the employee and the supervisor and according to guidelines and standards in the employee’s performance plan. The employee agrees to remain accessible via phone and email throughout the telework day excluding breaks and lunch and will provide regular reports if required by the supervisor to help assess performance. Employee understands that all work he/she produces while teleworking is strictly County property.

5. Employee will not work in excess of the regular schedule unless he/she obtains advance approval for paid overtime or compensatory time off from the supervisor and requests it in advance.

6. Employee understands that the County supplies no hardware, i.e., computers, printers, phones or fax equipment, and no software including specialized programs for their personal computers used while teleworking. The employee agrees to install, service, and maintain any personal equipment used, including up-to-date antivirus/malware protection. The employee is also responsible for providing their own network connectivity with a minimum speed of 10 Mbps upload and 30 Mbps download. On a case-by-case basis,
employees may be allowed to take home County equipment such as a laptop computer if approved in advance by their immediate supervisor and department head.

7. The County will not be responsible for any operating costs that are associated with the use of the employee's residence as an alternative worksite; for example, home maintenance, insurance, utilities, internet access or any costs associated with it. The employee understands he or she does not relinquish any entitlement to reimbursement for authorized expenses incurred while conducting business for the County.

8. The County may reimburse an employee on a case-by-case basis for business related long-distance telephone expenses incurred at the employee's home on teleworking days if approved in advance by the employee's immediate supervisor and department head. Teleworking expenses beyond the minimum spending limit set up by the department head will also require advanced approval by the department head. Long distance charges for remote access to the County's network are permissible if approved in advance by the employee's immediate supervisor and department head. Teleworking expenses beyond the minimum standard set up by the department head will also require advanced approval. Reimbursement will require an itemized copy of the employee's telephone bill. The County will not reimburse the employee for local telephone calls, service, or regular cell phone expenses.

9. The employee will apply approved safeguards to protect all County records from unauthorized disclosure or damage. Employees understand that other employees who may need access to County documents are not to be impacted on their telework days.

10. The employee shall designate a workspace at the alternate work location, which will be maintained in a safe condition, free from hazards and other dangers to the employee and equipment. Workers' Compensation liability will be limited to this workspace as opposed to applying to all areas of the home or other alternate work location. Any work-related injury should be immediately reported to the teleworker's supervisor.

11. The employee understands that the County will not be liable for damages to an employee's personal or real property while the employee is working at the approved alternative workplace.

12. The employee acknowledges that telework may be used for dependent childcare issues with approval of their department head.
13. The employee acknowledges that telework is a discretionary alternative workplace arrangement.

14. Management will terminate the Telework Agreement should the employee's performance not meet the prescribed standard or the telework arrangement fails to meet organizational needs.

15. The employee continues to be covered by the County's standards of conduct while working at the alternative worksite.

16. The employee must be easily accessible to his/her supervisor and must frequently check voice-mail or email while at the alternative worksite.

17. Time spent in regular duty status at an alternative worksite must be accounted for and reported in the same manner as if the employee reported for regular duty at the official worksite.

18. An employee who uses a portion of his or her home for work does not usually qualify for any Federal tax deductions. However, employees should consult their tax advisors or the Internal Revenue Service for information on tax laws and interpretations that address their specific circumstances.

Teleworking Agreement 08/2017 (Res No. 17-537)
Revised: 02/2019 (Res. No. 19-108); 09/2020 (Res. No. 20-559)