



MARIPOSA COUNTY

Human Resources/Risk Management • (209) 742-1379



RESOLUTION - ACTION REQUESTED 2017-537

MEETING: August 8, 2017

TO: The Board of Supervisors

FROM: Steve Johnson, Human Resources Director - Risk Manager

RE: Adopt a County-Wide Telecommuting Policy and Process

RECOMMENDATION AND JUSTIFICATION:

Adopt a County-wide Telecommuting Policy and Process.

For some positions within Mariposa County, working away from the office, or "telecommuting," may be possible. Telecommuting can be a privilege, or a necessity, or a combination of both, depending upon the circumstances.

Under the attached and proposed Policy and Process, no specific County positions have been designated as "telecommuting positions;" rather, certain positions may from time to time be suitable for performance outside the workplace, and in such a case, management may allow all or part of the duties of the position to be performed away from the office on a temporary or ongoing basis. However, no such arrangement is promised or guaranteed, and no particular duration of telecommuting is guaranteed. If telecommuting is allowed for a position, it will last as long as it is appropriate for both Mariposa County and the employee.

Granting telecommuting capabilities will be determined on a case-by-case basis. If granted, the supervisor and the employee will work out the work arrangements as it pertains to when an employee should check in for voice-mail and email messages, come in to attend meetings in person, or attend meetings via conference call.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

To date, telecommuting arrangements have been considered on an ad hoc, and not a structured, basis.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

The Board may opt not to adopt the proposed County-wide Telecommuting Policy.

ATTACHMENTS:

Telecommuting Policy (DOC)

CAO RECOMMENDATION

Requested Action Recommended

Dallin Kimble
Dallin Kimble, County Administrative Officer 8/3/2017

RESULT: ADOPTED [UNANIMOUS]

MOVER: Rosemarie Smallcombe, District I Supervisor

SECONDER: Kevin Cann, District IV Supervisor

AYES: Rosemarie Smallcombe, Marshall Long, Kevin Cann, Miles Menetrey

EXCUSED: Merlin Jones

MARIPOSA COUNTY TELECOMMUTING POLICY AND PROCESS

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

The telecommuting 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. Telecommuting 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. Telecommuting is not a benefit or entitlement, but a voluntary alternative work arrangement intended to enhance productivity, creativity, employee satisfaction, and/or reduce operations costs. Telecommuting arrangements must be approved by the County Administrative Officer, and include a signed Telecommuting Agreement. A formal request is initiated by submittal of a Telecommuting Screening Questionnaire/Application.

Employee Eligibility Considerations

To be eligible for consideration of a telecommuting arrangement, an employee must have no record of performance problems or disciplinary actions within the preceding two (2) years. In the case of a new hire, the County will only approve telecommuting arrangements for those new employees who have successfully completed their probationary period (at-will employees are not subject to probationary periods).

Criteria for consideration of Telecommuting Arrangement

Is the employee a good candidate for telecommuting?

- Proven ability to perform;
- No disciplinary action;
- High job knowledge;
- Ability to establish clear objectives;
- Flexibility;
- Ability to work independently; and,
- Proven dependability.

Does the nature of the work lend itself to telecommunicating?

- 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.

Implementation Standards

1. Offering the opportunity to work at home is a management option. An employee's participation in the telecommuting program is generally voluntary. The employee, supervisor, or department head may terminate the telecommuting arrangement at any time and for any reason.
2. The telecommuter's conditions of employment with the County remain the same as for non-telecommuting employees and employees are subject to the same policies that apply when working at a County facility.
3. Employee job responsibilities will not change due to telecommuting. Professionalism in terms of job responsibilities, work output, and customer orientation will continue to follow the standards set by the County. The amount of time an employee is expected to work will not change due to telecommuting. Employee work hours will be mutually agreed upon by the supervisor and the employee. In the event that business conditions require the telecommuting employee's presence at a central work location function, meeting, or other event, the employee is expected to report to the central work location, even if such occurs during normally scheduled home-work area hours.
4. Once a telecommuting arrangement has been approved, the telecommuting employee is responsible for maintaining regular contact with his or her supervisor. The supervisor shall be the telecommuting employee's primary contact within the central work location. It is expected that the supervisor and the telecommuting employee will act together to keep each other apprised of events or information obtained during the working day.
5. Employee salary, benefits, and employer-sponsored insurance coverage will not change as a result of telecommuting.
6. Telecommuting is not a substitute for dependent care. When necessary, telecommuters must make arrangements for dependent care during the agreed upon work hours. Employee is expected to maintain high productivity.
7. Since the employee's home workspace is an extension of County government workspace, County liability for job-related accidents will continue to exist during the approved work schedule and in the employee's designated work location. To ensure that safe working conditions exist, the employee assumes responsibility for maintaining a safe workplace and safe work behavior during work hours. Any changes to the schedule or workspace must be reviewed and approved by the supervisor in advance.
8. While telecommuting, the employee should be reachable via telephone, within reason, during agreed upon hours. Telecommuters must notify their supervisor if

they leave their telecommuting location, much like they would inform a receptionist when leaving the traditional office during the workday.

9. The County will issue a computer for telecommuting use only. Employees may consult with the County's Technical Services support person for general and minor work-related assistance for their computer. However, the County will not be able to provide technical support for computer or telecommunications equipment that is not compatible with equipment and software that is currently supported by the County. Employees will be responsible for the maintenance and repair of their own equipment.
10. The County will not provide or reimburse employees for software that is commercially available for installation on an employee's personal computer.
11. Unless otherwise agreed to in writing prior to any loss, damage, or wear, the County does not assume liability for loss, damage, or wear of employee-owned equipment.
12. To insure hardware and software security, all software used for telecommuting must be approved through the departmental manager and Technical Services before installation. Networking can only be established using compatible hardware and software.
13. Employee will be unable to access the internet through the County system. However, the employee may establish internet connectivity by subscribing at their own expense to an ISP (Internet Service Provider). Payment for monthly charges associated with this service will be assumed by the employee.
14. Restricted-access materials shall not be taken out of the office or accessed through the computer unless approved in advance by the telecommuter's supervisor.
15. 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 telecommuting days if approved in advance by the employee's immediate supervisor and department head. Telecommuting expenses beyond the minimum spending limit set up by the department head will also require advance 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. Telecommuting expenses beyond the minimum standard set up by department head will also require advance approval by the department head. Reimbursement will require an itemized copy of the employee's telephone bill. The County will not reimburse the employee for local telephone calls or service.

16. Office supplies will be provided by the County through normal channels and should be obtained during the telecommuter's in-office work period. The County will not provide office furniture for work at home, but will establish minimum furniture standards.
17. The employee will maintain the confidentiality of County information and documents to prevent unauthorized access to any County system or information, and dispose of work-related documents in a manner that will not jeopardize the interests of the County.
18. Telecommuting employee has the responsibility for accounting for, accurately documenting, and reporting time worked to the supervisor.
19. More specific conditions relating to the employee's working at home are detailed in the Telecommuting Agreement, which must be filled out by the employee and his/her supervisor, subject to the County Administrative Officer's approval.

TELECOMMUTING SCREENING QUESTIONNAIRE/APPLICATION

This document is developed to obtain certain information relative to whether or not the employee, his or her job, and his or her home work environment are suitable for a telecommuting arrangement.

Name: _____ Date: _____

Department: _____ Work Unit: _____

Job Title: _____ Supervisor: _____

1. What are your primary job responsibilities?

2. Which of these responsibilities do you believe are conducive to telecommuting and how?

3. What qualities do you possess which make you a potential candidate for a telecommute arrangement?

4. How will you arrange any meetings or central work location issues which may be scheduled and/or necessary during the telecommute arrangement?

5. How many and which days of the week do you propose to telecommute?

6. Do you have an area in your home which is conducive to home work? Please describe in detail or attach at least one photo of your work area?

7. Do you have the equipment necessary to perform your required work tasks within the home work area? Please describe available equipment:

8. Have you had any documented performance problems or disciplinary actions during the previous two (2) years? If yes, please describe:

9. Have you read and are you familiar with the Telecommuting Policy?

10. Why do you think a telecommuting arrangement is beneficial both to yourself and the County?

If my proposal for a telecommute arrangement is approved, I hereby agree to abide by the terms of the County's Telecommuting Policy, any applicable work unit telecommuting policy, the Telecommuting Agreement, and all other County policies and procedures.

Employee Signature

Date

TELECOMMUTING AGREEMENT

This Agreement, effective the _____ day of _____, _____ by and between the County of Mariposa ("County") and _____ ("Employee"), an employee of the County. The County agrees to permit Employee to work at home and Employee agrees to work at home under the following terms and conditions. Except for those additional conditions expressly imposed on Employee under this Agreement, the terms and conditions of Employee's employment with the County remain unchanged. The Employee remains fully responsible for compliance with the policies and procedures of the County and _____ (Department).

This document does not constitute a contract of employment, either express or implied. If this agreement is with an at-will employee, this telecommuting arrangement does not abridge the at-will relationship of the employee and the County. Employees can terminate their employment whenever they wish and for whatever reason they might have, just as the County may terminate an at-will Employee at any time for any lawful reason.

Employee expressly acknowledges that he or she cannot rely on, or take any actions in reliance upon any particular duration of this agreement and/or of the permission to work at home.

The employee certifies that he or she has read the following documents and agrees to follow the policies and procedures outlined in them:

- County of Mariposa County's Telecommuting Policy
- County of Mariposa County's Information Security Policy

The location from which the Employee will telecommute is: _____

The Employee's work area at the above location will be as follows (describe area in detail and provide at least one photograph of the work area):

In establishing the home work area, the Employee had determined that all common safety practices have been followed, and that this area provides a safe work environment for him or her and others who may enter it.

The Employee's telecommute schedule during each pay period will be:

Week 1	Week 2
<p>Monday:</p> <p>Home Office <input type="checkbox"/> County Office <input type="checkbox"/></p> <p>Work Hours _____</p> <p>Tuesday:</p> <p>Home Office <input type="checkbox"/> County Office <input type="checkbox"/></p> <p>Work Hours _____</p> <p>Wednesday:</p> <p>Home Office <input type="checkbox"/> County Office <input type="checkbox"/></p> <p>Work Hours _____</p> <p>Thursday:</p> <p>Home Office <input type="checkbox"/> County Office <input type="checkbox"/></p> <p>Work Hours _____</p> <p>Friday:</p> <p>Home Office <input type="checkbox"/> County Office <input type="checkbox"/></p> <p>Work Hours _____</p>	<p>Monday:</p> <p>Home Office <input type="checkbox"/> County Office <input type="checkbox"/></p> <p>Work Hours _____</p> <p>Tuesday:</p> <p>Home Office <input type="checkbox"/> County Office <input type="checkbox"/></p> <p>Work Hours _____</p> <p>Wednesday:</p> <p>Home Office <input type="checkbox"/> County Office <input type="checkbox"/></p> <p>Work Hours _____</p> <p>Thursday:</p> <p>Home Office <input type="checkbox"/> County Office <input type="checkbox"/></p> <p>Work Hours _____</p> <p>Friday:</p> <p>Home Office <input type="checkbox"/> County Office <input type="checkbox"/></p> <p>Work Hours _____</p>

Employee will provide his or her supervisor, on a bi-weekly basis, a timesheet certifying his/her hours of work, and if applicable, output, and/or productivity for the preceding two weeks. All overtime must be approved in advance by the supervisor.

During scheduled telecommute times, employee can be reached at _____

An alternative number where employee may be reached is _____

Work assignments upon which the employee will work and outputs which he or she will produce while telecommuting are: _____

The County will provide the following resources for the telecommute arrangement:

The Employee will provide the following equipment for the telecommuting arrangement:

Reimbursable expenses include: _____

If this telecommuting arrangement has been approved by the supervisor for a pre-determined length of time, the termination date of the Agreement shall be no later than:

Other agreements or considerations are outlined as follows: _____

If applicable, the employee agrees to obtain his or her telephone messages at least _____ time(s) on each scheduled workday while telecommuting. The employee also agrees that he or she will contact his or her supervisor at least _____ time(s) during each scheduled telecommute day.

The employee agrees that he or she will report to the central work location, as needed and/or requested. Employee understands that the Telecommuting Agreement is not an entitlement and may be revoked at any time by the County.

This agreement may be terminated at any time by the supervisor by providing the employee notice in person or by telephone conversation, followed by written confirmation. Two weeks advance notice will be given, if feasible.

Employee Signature

Date

Department Head Signature

Date

County Administrative Officer Signature

Date