

TELECOMMUTING POLICY (Effective July 1, 2020)

5.4 Telecommuting

5.4.1 POLICY: Bayfield County is committed to providing a work environment and culture where the needs of our clients, employees and the organization are aligned. Bayfield County strives to provide a flexible work environment as part of a strategy to aid departments in attracting, motivating, and retaining a highly qualified and skilled workforce. Telecommuting arrangements allow employees the flexibility to perform work from an alternate location while delivering quality services to clients.

5.4.2 DEFINITIONS

- A. **Principal Work Location:** The work location the employee is assigned to when not telecommuting. This is the primary department/office/location that the employee is assigned to.
- B. **Telecommuting:** The performance of job duties on a regular, recurring basis, at a location other than the employee's principal work location.
- C. **Telecommuting Arrangement:** A work schedule and outline of deliverables outlined in a telecommuting agreement.
- D. **Telecommuting Request Form:** A formal request from an employee which outlines their proposal for a telecommuting arrangement.
- E. **Telecommuting Agreement:** A signed document that outlines the understanding between the department and the employee regarding the work schedule and outline of deliverables of the telecommuting arrangement. It is not a contract and can be changed or cancelled at any time at the discretion of the department.
- F. **Telecommuting Location:** Refers to the approved alternative office location in which an employee is authorized to conduct work off-site. In most cases, the telecommuting location will be an office-space in an employee's home.

5.4.3 EXCLUSIONS

This policy does not apply to employees who:

- A. Work at a location other than their principal work location on a *short-term basis or as a temporary or reasonable accommodation*;
- B. May work *occasionally* at a location other than their principal work location for various reasons; or
- C. Are working at a location other than their principal work location under business continuity or pandemic situations.

5.4.4 ELIGIBILITY

Determination that a position may or may not be appropriate for a telecommuting agreement is made on a case-by-case basis at the department level with review by County Administrator.

The use of telecommuting is at the sole discretion of the department. 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, as outlined below.

A. EMPLOYMENT CONDITIONS

- a. Compliance with Federal/State Employment Laws.** Telecommuting agreements must comply with state and federal employment laws that apply to all county employees. This includes the Fair Labor Standards Act (FLSA) which regulates the payment of overtime.

- b. Job Duties and Responsibilities.** The job duties, responsibilities and obligations of the position as well as the related terms and conditions of employment are not affected by telecommuting status.

B. ELIGIBILITY CRITERIA

a. Performance Related Criteria:

- 1. No pending personnel-related disciplinary action or performance concerns.
- 2. Employee has demonstrated good communication suitability.
- 3. Employee has demonstrated good time management skills.
- 4. Attendance History (excluding Family Medical Leave absences and Americans with Disabilities accommodations).
- 5. Employee has demonstrated ability to complete work projects with minimal supervision.

b. Job Related Criteria

- 1. Primarily applicable to permanent, full-time or part-time, employees.
- 2. Overall business/department need
- 3. Ability to provide adequate supervision of the employee remotely.
- 4. Effects of telecommuting on customer services
- 5. Costs to be saved or incurred.
- 6. The need or availability of equipment
- 7. Existence of well-defined job objectives and output that can be assessed.

8. Telecommuting location has acceptable/reliable phone and internet access.
9. Portable job duties
10. Availability of a telecommuting location suitable for performing work duties.

5.4.5 **EXPECTATIONS:**

A. **EMPLOYEE EXPECTATIONS**

- a. **Work Time.** Telecommuting hours are regular work hours. Telecommuting is not intended to permit staff to have time to work at other jobs, provide dependent care during work hours, or run their own businesses.
- b. **Work Schedule/Meetings.** The work schedule, including normal work day hours, breaks and core hours, and use of vacation and sick leave will be discussed by the supervisor and the employee within the framework of the FLSA and department policy.
 1. Core hours are those hours during which the employee is expected to be available to communicate with the supervisor, co-workers or the public by telephone, e-mail, fax, etc. The supervisor will determine the number of days per week/payroll period that the employee will be allowed to telecommute. In addition, overtime for non-exempt employees must be pre-approved.
 2. Work hours shall follow parameters outlined in Section 5.1 of the Personnel Policy Manual unless special circumstances warrant work outside of the standard work hours and with pre-approval by the Department Head.
 3. The employee will be expected to attend all assigned meetings relating to the performance of the job, including those which would normally be held on a telecommuting day. The supervisor will determine whether the employee's attendance at the meeting must be in-person at the principal work location, or if the employee may attend the meeting from the telecommuting location.
 4. At the discretion of the department, the employee may be required to report to the principal work location on short notice.
- c. **Location and Travel.** The principal work location for the employee is the office location they are assigned to when not telecommuting.
 1. Mileage between the employee's telecommuting location and the principal work location shall be considered commuting mileage and is not subject to reimbursement;

2. If the employee is working at an alternative work site (not the telecommuting location and not the principal work site), the employee shall follow the county's Personnel Policy with regard to mileage reimbursement eligibility.
- d. **Communications.** Employees must be reachable by clients, co-workers, as well as the supervisor during agreed upon hours. Employees must notify assigned office staff if they leave their telecommuting location during work hours just as they would if they were at the principal work location. They must also notify the supervisor if they are not performing work due to illness or personal reasons and must follow the normal procedures for requesting time off.
 - e. **Supplies and Expenses.** Office supplies needed for the telecommuting location will be obtained through the normal supply request procedures. An employee must seek prior approval from the supervisor for expenses that will be incurred. Approved expenses will be reimbursed in accordance with existing policies.
 - f. **Hardware/Software.** The employee's department will work with the Information Technology Department to determine the appropriate equipment needs for each telecommuting arrangement on a case-by-case basis.
 1. The employee will sign an inventory of all county owned equipment located at their telecommuting location and agrees to take appropriate action to protect the items from damage or theft.
 2. At their discretion, Bayfield County will provide computer, hardware, software and/or cell phone as deemed necessary to perform assigned work away from the principal work location.
 3. Employee is responsible for providing adequate internet service.
 4. Bayfield County is responsible for maintenance, and repair of the county-owned equipment and upgrades of software and will assist the employee with questions related to installation and ongoing performance of the equipment and software.
 5. Equipment, hardware and software furnished by the County remain the property of the county and are subject to the same business use restrictions as if the property were located at the principal work location. To ensure hardware and software security for county-owned equipment, all software used for telecommuting must be approved by the Information Technology Department. County-owned software shall not be installed on employee-owned hardware unless authorized by the county. Employee-owned software shall not be installed on county-owned hardware.
 6. Home computers will not be allowed to connect to the county network.
 7. Computers are for Bayfield County use only and are not be used for personal use.
 - g. **Responsibilities When Telecommuting Location is in the Home.** The employee is responsible for establishing and maintaining a safe and adequate telecommuting location in the home. The designated location may be subject to review and

approval by the supervisor, including an annual on-site inspection, to ensure that it is conducive to performing work. The employee will be responsible for all costs related to modifications of the telecommuting location including but not limited to remodeling or electrical modifications, Wi-Fi network, etc.

- h. Privacy and Security.** Employees needing restricted access to confidential or sensitive information while working at a telecommuting location will discuss the need with their supervisor.

 1. The information type will be documented in the telecommuting agreement before the employee may take the information off-site. 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.
 2. Employees must ensure the security of data and information that is transported to and from their telecommuting location.
 3. Employees in a telecommuting agreement must comply with all Bayfield County policies and procedures concerning the handling of Confidential and Protected Health Information, as well as use of computers, internet and email. It is expected that employees fully review and be familiar with these policies.
 4. Employees in a telecommuting agreement must have a signed Personnel Manual Acknowledgement, Confidentiality and Ethics Agreement on file. All policies applicable at the principal work location extend to the telecommuting location.
- i. Equipment Liability.** If employee owned equipment is approved for use by the department, the employee is responsible for repair, maintenance, and replacement.
- j. Return of Equipment.** Employees must return all county-owned hardware, software, supplies, documents and other information or property to the principal work location prior to termination of the telecommuting agreement or employment.
- k. Notice to Supervisor.** Employees are responsible for promptly notifying their supervisor of an equipment malfunction or failure of either county-owned or employee-owned equipment needed to do assigned work. If the malfunction prevents the employee from performing assigned tasks, the employee must notify the supervisor immediately. The employee may be assigned to perform different tasks, to assist with repair or exchange of equipment, or to proceed to another work location.
- l. Performance.** The employee is responsible for maintaining satisfactory work performance. A decline in work performance will result in termination of the telecommuting agreement.
- m. Weather Emergencies.** An employee who is scheduled to work at the telecommuting location on an inclement weather day is expected to work as scheduled, unless the telecommuting location is located outside of the home and is

also impacted by the inclement weather or the employee is otherwise excused from working. All requirements in section 5.4.5A continue to apply in inclement weather situations.

- n. **Taxes.** Federal and state tax implications of telecommuting and use of a telecommuting location are the responsibility of the employee.

B. SUPERVISOR EXPECTATIONS

- a. **Communication Plan.** The supervisor must work with the employee to develop an effective communication strategy. The communication strategy should ensure that the employee effectively manages his or her workload and that telecommuting does not have a negative impact on the employee's co-workers and team. In addition, the supervisor should maintain regular communication with the employee.
- b. **Performance Expectations Plan.** The supervisor is responsible for developing a plan that defines performance expectations and deliverables, and reviewing the plan with the employee. At a minimum, the agreement, plan and deliverables will be reviewed within 3 months of when the initial agreement is signed. Annual performance evaluation should also include a performance review of the telecommuting agreement.
- c. **Emergency Plan.** The supervisor is responsible for developing emergency and back up strategies with necessary phone numbers and a messaging plan in case of an emergency (e.g. equipment failure).
- d. **Meetings.** The supervisor should ensure that planned meeting schedules are communicated in advance as soon as possible so employees are able to adjust their work schedules and work location accordingly.
- e. **Training.** The County Administrator's office will provide Telecommuting policy training to Department Heads as needed. Departments are encouraged to provide training for supervisors and employees in order to ensure a successful telecommuting program. For example, topics could include: telecommuting policy and procedure, data security and privacy, FLSA, communication, injury reporting, goal and standard setting, technology use and guidelines, safety, time tracking, etc.
- f. If an employee is not meeting telecommuting agreement deliverables, the supervisor is responsible for discontinuing the telecommuting agreement and explaining the rationale to the employee. Revocations can take effect immediately.

5.4.6 LIABILITY

- A. When telecommuting, the employee's work space is considered an extension of their principal work site during the agreed upon working hours. The designated

telecommuting location must accommodate any equipment to be used in the work performed.

- B. The telecommuting location must be maintained to minimize damage to county-owned property as if at the principal work site.
- C. Bayfield County does not assume responsibility for third party injury or property damage that may occur at the telecommuting location. In-person meetings with clients and or visitors conducting business with Bayfield County will not be held at the employee's telecommuting location.
- D. An employee is covered by Worker's Compensation laws while telecommuting. Any injury that occurs within the course and scope of employment must be reported to the supervisor immediately, using the county's standard injury reporting process. The employee's designated telecommuting location is considered an extension of the principal work location, only during scheduled telecommuting hours for purposes of Worker's Compensation.

5.4.7 PROCESS

Departments retain the right to approve or deny requests at their discretion based on the eligibility criteria. Expectations must be established for monitoring performance and ensuring that client and business needs are met.

A. Request:

Employee completes the Telecommuting Request Form and submits to their Supervisor/Department Head

B. Supervisor/Department Head evaluates the request based on eligibility criteria.

C. Supervisor/Department Head meets with the employee to review the request.

- a. Informs employee of reasons why the request was denied, or proposes modifications to the request -OR-
- b. Approves the request.

D. Agreement: If the telecommuting request is approved, details of the arrangement are detailed in the Telecommuting Agreement.

a. Agreement Contents:

- 1. Employee performance expectations.
- 2. Work hours and work schedule
- 3. Telecommuting Location
- 4. Equipment and Supplies

b. Signature. The agreement must be signed by the supervisor and employee prior to the start of the telecommuting arrangement.

c. Cancellation. The telecommuting agreement can be changed or cancelled by the employer at any time. A telecommuting agreement should be cancelled when the employee has performance issues or a 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 advance notice to his or her supervisor.
- d. Duration of Telecommuting Agreement. The agreement is not open-ended. 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 supervisor.
 - e. The agreement will be sent to the County Administrator for review. If no response is received within 5 days, the agreement is assumed to be approved.