

TELECOMMUTE POLICY

Purpose:

The County Telecommute Program provides a work arrangement for authorized employees to perform assigned work at an employee's approved home location during regularly scheduled work hours that is apart from the central worksite but is an allowable alternative worksite. The County recognizes that telecommuting may provide mutual benefits for employees and the county as a whole in areas related to recruitment and retention, productivity, workspace flexibility and reduced consumption of commuting resources.

This policy does not address work that is conducted in the field as a result of the employee's work assignment.

Definition:

Telecommute is to work from home for approved periods. In telecommuting, the employee utilizes technology to complete their tasks and communicate with customers, clients, service providers, co-workers, and managers/supervisors.

Policy:

It is the policy of Grant County that approval to telecommute shall be granted on an individual basis by the department head if an employee meets the eligibility criteria and his or her work situation is suited to such an arrangement.

Grant County is committed to creating a work environment and culture where the needs of our clients, employees, and organization are aligned. Telecommute work arrangements are intended to serve as a means of achieving administrative efficiencies, reducing office space congestion, recruiting and retaining a highly qualified workforce by enhancing work/life balance, and mitigating the spread of contagion.

Telecommuting may be appropriate for some employees and jobs but not for others. It is not an entitlement or a countywide benefit. The option to participate in the Telecommute Program is entirely at management's discretion on a case by case basis. Department heads may elect not to participate in the Telecommute Program for their staff and have discretion to remove approval at any time. It is not an employee's right or entitlement, and it in no way changes the terms and conditions of employment with Grant County.

The telecommute arrangement shall be for a specified period of time stated within the agreement not to exceed three months, at which time the arrangement can be renewed after review. A renewed arrangement has a maximum duration of an additional 6 months, at which time a new arrangement can be made.

Eligibility:

Before approving telecommute working arrangements, the department head shall assure that there is adequate staffing coverage in the office to meet the program and public needs including the ability to respond to critical or emergency situations.

1. Requests to telecommute may 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 employee has demonstrated sustained high performance, and the supervisor believes the employee can maintain the expected quantity and quality of work while telecommuting.
 - d. The department can maintain quality of service for clients, employees, and members of the public.
2. Requests to telecommute should not be considered when:
- a. The job requires the employee's physical presence or if telecommuting would impair the department's efficiency or productivity.
 - b. The employee's current job duties require frequent supervision, direction or input from others who are onsite and where electronic methods of direction would not be sufficient.
 - c. The employee's job duties require that the employee provide frequent supervision, direction or input to others who are onsite and where electronic methods of direction would not be sufficient.
 - d. The employee's performance evaluations do not indicate sustained high performance or the ability to work independently.
 - e. The employee has a documented attendance problem.
3. The department head and the IT Department shall verify, prior to approving the arrangement and at any time thereafter, the following.
- a. The employee has the necessary capabilities to work independently and manage the unique requirements of off-site work arrangements;
 - b. The home work setting has the needed infrastructure and technology capabilities to support the telecommute work (i.e. county computer, high speed internet connection, and appropriate workspace). If at any time the infrastructure fails to provide the required capabilities, the employee returns to the office until such time the infrastructure meets minimum requirements determined by IT.
4. The department head shall ensure a telecommute work arrangement has been documented into an agreement that outlines the timeline, parameters of the arrangement, and expected outcome or deliverable work product. Other specifications shall include:
- a. The understanding that the alternate worksite is considered an extension of the county and that during the hours that the employee is performing work functions all agency policies and procedures are applicable;
 - b. The agreed upon work schedule;
 - c. The department head/supervisor shall regularly review the telecommute work arrangement in order to determine if it is appropriate and effective to continue.
 - d. At their sole discretion, the department head/supervisor may terminate the Telecommute Agreement which will result in the employee returning to the routine office worksite arrangement. Such a decision is not considered disciplinary.
 - e. If the employee is unable to work due to illness, he or she shall report the need to be absent from work to his or her supervisor and shall use leave time as appropriate.

- f. If the travel begins or ends at the employee's home while working from home, travel time and mileage shall be calculated from the work site or home, whichever is less.

Telecommute Work Setting

1. The employee shall be responsible for establishing and maintaining a designated, safe, secure and adequate workspace at the alternate worksite that is conducive to meeting his or her position responsibilities.
2. The employee shall be responsible to maintain a workplace in a professional and secure manner that is free from health or safety hazards.
3. The employee shall immediately notify his or her supervisor of any injury while working.
4. Health or safety hazards at the alternate worksite may result in suspension of the Telecommute Work Agreement until such issues are addressed.
5. No employee engaged in a telecommute work arrangement shall be allowed to hold meetings with consumers, service providers, members of the public, or co-workers at the alternate worksite if such location is in the employee's home.
6. An employee that works from an alternate worksite shall comply with the County's privacy and security policies; and shall adequately safeguard and dispose of confidential information as described in the department policies and procedures.

Communication and Accessibility

1. Because communication is critical to successful telecommute work arrangements, employees shall be as accessible as their on-site counterparts during their agreed upon telecommute work hours, regardless of work location.
2. Communication: Employees shall utilize the various technologies available to them (i.e. telephone, email, and video application software) in order to maintain regular effective communication with supervisors, agency staff, other professionals, and clients.
3. Meetings and Trainings: Employees shall attend required in-office meetings and trainings as determined by the department head/supervisor. The employee shall also be available to remotely attend scheduled meetings when working off site with Supervisor permission. This may be done via telephone or use of video calling applications such as Zoom.
4. Leave Time: Employees shall follow the regular practices for notifying department head/supervisors and the office of the need to be absent from work when telecommuting.
5. Time Sheet: The employee shall document all time spent telecommuting in the description field of the Time Sheet noting date(s) and hours worked. In compliance with Federal and State Regulations all hours worked will be recorded and compensated by hourly (non-exempt) employees. Failure to properly work within authorized hours or report all hours worked shall lead to disciplinary action.

6. Supplies: Office supplies necessary to complete work assignments should be obtained during the employee's in-office time. Employees shall not be reimbursed for supplies normally available in the office.

Request Process:

1. An employee requesting a telecommute work arrangement should complete a Telecommute Work Request Form.
2. The employee's direct supervisor must review and approve the request prior to the review and approval of the Department Head.
3. The IT Department must confirm that the minimum technology requirements are met.
4. Approved signed form is sent to the Personnel Office.

Telecommuting Equipment Policy:

1. The County will provide one workspace configuration, which may include a computer, software and other equipment that it determines is necessary for Employee to do his or her job. All items will remain the property of the County and must be returned to the County in good working condition upon request, including but not limited to such cases as Employee's extended illness, resignation, transfer, termination, or if the telecommuting arrangement terminates. The replacement cost of unreturned items will be invoiced to the employee.
2. The County may choose to allow Employee to use personal equipment. The decision as to the type, nature, function, and/or quality of the equipment shall rest entirely with the County. The County has the right to install diagnostic and performance monitoring software on personal equipment if deemed necessary by the County. The County shall not assume liability for loss, damage, depreciation, or wear and tear of Employee-owned equipment. It is the Employee's responsibility to insure that the virtual desktop infrastructure (VDI) works properly at their workspace. It is Employee's responsibility to contact his or homeowner's insurance carrier to find out to what extent his or her policy covers the personal property.
3. Computer access to County systems, if needed, must be approved by Employee's Department Head or direct supervisor prior to beginning the telecommuting arrangement.
4. If malware, virus or crypto infections are found on the remote workstation, IT will immediately disconnect that remote workstation until the infections have been removed.
5. The remote device is an extension of the County's computer network. Therefore, all of the County's IT policies and procedures apply to that remote device.
6. County equipment is for business purposes only. The equipment must not be used by family or friends. The County owned software may not be duplicated except as formally authorized in advance and provided employee agrees to comply with all terms and conditions of software licensing agreements. Failure to adhere to this policy will result in immediate computer lock until a resolution has been reached. A review of conduct will be investigated by the Department Head and HR to determine appropriate discipline action.

7. The security of County property in Employee's remote work location is as important as in the office. Employee is expected to take reasonable precautions (such as maintaining current computer virus protection approved by IT to protect the equipment from theft, damage, or misuse. In addition, Employee is responsible for any damage to County property that is the result of Employee's willful negligence or misuse. Failure to adhere to this policy will result in immediate computer lock until a resolution has been reached. A review of conduct will be investigated by the Department Head and HR to determine appropriate discipline action.
8. In the event of County equipment failure or malfunction, Employee must notify the IT Department and his /her manager within 24 hours of discovery to arrange for immediate repair or replacement of such equipment. In the event of delay in repair or replacement of County or personal equipment, or any other circumstances in which it would be impractical for Employee to work at home, Employee will be assigned to work in the office. When using Grant County equipment or software, the employee agrees to follow all software-licensing provisions agreed to by Grant County.
9. The County may pursue recovery costs from the employee for any county property deliberately or negligently damaged or destroyed while in employee's care, custody, and control.
10. If IT detects a bad home internet configuration, the employee returns to work until such time the infrastructure meets minimum requirements.

Other Conditions:

1. Employees may, at the discretion of their Department Head or direct supervisor, be called to work at their centrally located worksite on their regular telecommute day during their regular work hours to meet county requirements.
2. Either party may terminate Employee's participation in the telecommuting program, with or without cause, upon reasonable notice to the other party. If the telecommuting program is terminated, Employee will be required to perform his or her job duties at the office location. If Employee fails to return on the expected date, Employee will be considered to have voluntarily resigned his or her employment with the County. The County will not be held responsible for costs, damages or losses resulting from cessation of participation in the telecommuting program. This Agreement is not a contract of employment and may not be construed as such.

Salary, Job Responsibilities, Benefits:

Employee's compensation, job responsibilities, career opportunities, and other benefits will not be impacted because of Employee's election to participate in the telecommuting program.

Policies and Procedures:

All County's policies and procedures, including those governing employee conduct, performance, and safety, are in full force and effect during work hours.

Communications:

All communications created, sent or retrieved over the Internet or on the County's electronic system are the property of the County, and should not be considered private. The County reserves the right to retrieve and read any message composed, sent or received on its equipment or electronic mail system.

Worker's Compensation:

The County will be responsible for any work-related injuries under the Wisconsin's Workers Compensation laws, but this liability is limited to injuries directly from work and only if the injury occurs in the designated work area. Any claims will be handled according to the normal procedure for Worker's Compensation claims.

Liability for Injuries:

1. Employee must immediately report to his or her manager in writing any injuries related to work Employee does for the County in his or her designated work area. Employee must also contact The County Personnel Director to report his or her injury.
2. Employee understands that he or she remains liable for injuries to third persons and/or members of Employee's household that occur in the designated work area or outside the designated work area and the county is held harmless.

Dependent Care:

Telecommuting is not a substitute for dependent care. Employee shall not be available during their agreed upon work hours to provide dependent care. It is Employee's responsibility to ensure that he or she is fully able to complete his or her work assignments in an acceptable and timely manner.

Income Tax:

It is Employee's responsibility to determine any income tax implications of maintaining a home office or a remote work location. The County will not provide tax guidance nor will the County assume any additional tax liabilities. Employee is encouraged to consult with a qualified tax professional to discuss income tax implications.

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