

Telecommuting Policy and Procedure

Objective

Telecommuting allows employees to work at home, on the road or in a satellite location for all or part of their workweek. The Commission considers telecommuting to be a viable, flexible work option when both the employee and the job are suited to such an arrangement. Telecommuting may be appropriate for some employees and jobs but not for others. Telecommuting may also be appropriate during emergency situations where employees may not be able to work onsite. Telecommuting is not an entitlement or an organization-wide benefit, and it in no way changes the terms and conditions of employment with the Madera County Transportation Commission.

Policy Statement

Telecommuting can be informal, such as working from home for a short-term project or on the road during business travel, or a formal, set schedule of working away from the office as described below. Either an employee or a supervisor can suggest telecommuting as a possible work arrangement, and each request will be evaluated on a case-by-case basis.

Any telecommuting arrangement made will be on a trial basis for the first three months and may be discontinued at-will and at any time at the request of either the telecommuter or the Commission. Every effort will be made to provide 30 days' notice of such change to accommodate commuting, child care, and other issues that may arise from the termination of a telecommuting arrangement. There may be instances, however, when no notice is possible.

Eligibility

Individuals requesting formal telecommuting arrangements must be employed with the Commission for a minimum of 12 months of continuous, regular employment and must have a satisfactory performance record.

Before entering into any telecommuting agreement, the employee and supervisor, with the assistance of the Executive Director, will evaluate the suitability of such an arrangement, including the following factors:

- Commission operations. The supervisor will review the operational needs of the Commission, potential for disruption of levels of service, and overall efficiency of such an arrangement.
- Employee suitability. The supervisor will assess the needs and work habits of the employee, compared to traits customarily recognized as appropriate for successful telecommuters, and the ability of the employee to perform specific duties without diminishing the quantity or quality of the work performed.
- Job responsibilities. The employee and supervisor will discuss the job responsibilities and determine if the job is appropriate for a telecommuting arrangement.
- Equipment needs, workspace design considerations, and scheduling issues. The employee and supervisor will review the physical workspace needs and the appropriate location for the telecommuting to be conducted. This will include the ability to create a

functional, reliable, safe, and secure telecommuting worksite for the employee at a reasonable cost.

- Tax and other legal implications. The employee must determine any tax or legal implications under IRS, state, and local government laws, and/or restrictions of working out of a home-based office. Responsibility for fulfilling all obligations in this area rests solely with the employee.

Evaluation and Trial Period

If the employee and supervisor agree, with the concurrence of the Executive Director, a draft telecommuting agreement will be prepared and signed by all parties, and a three-month trial period will commence.

Evaluation of telecommuter performance during the trial period will include regular interaction by phone and e-mail between the employee and the supervisor, and weekly face-to-face meetings to discuss work progress and problems. At the end of the trial period, the employee and supervisor will each complete an evaluation of the arrangement and make recommendations for continuance or modifications. Evaluation of telecommuter performance beyond the trial period will be consistent with that received by employees working at the office in both content and frequency but will focus on work output and completion of objectives rather than on time-based performance.

An appropriate level of communication between the telecommuter and supervisor will be agreed to as part of the discussion process and will be more formal during the trial period. After conclusion of the trial period, the supervisor and telecommuter will communicate at a level consistent with employees working at the office or in a manner and frequency that is appropriate for the job and the individuals involved.

Equipment

The Commission may, but is not required, to provide equipment for telecommuting. On a case-by-case basis, the Commission will determine, with information supplied by the employee and the supervisor, the appropriate equipment needs (including hardware, software, phone and data lines, virtual private network ("VPN") account, and other office equipment) for each telecommuting arrangement. The Fiscal Supervisor will serve as a resource in this matter. Equipment supplied by the organization will be maintained by the organization. Equipment supplied by the employee, if deemed appropriate by the organization, will be maintained by the employee. The Commission accepts no responsibility for damage or repairs to employee-owned equipment. The Commission reserves the right to make determinations as to appropriate equipment, subject to change at any time. Equipment supplied by the organization is to be used for business purposes only. The telecommuter must sign an inventory of all Commission property received and agree to take appropriate action to protect the items from damage or theft. Upon termination of employment or the telecommuting arrangement, all Commission property must be returned to the Commission, unless other arrangements have been made.

The Commission will supply the employee with appropriate office supplies (pens, paper, etc.) as deemed necessary. The Commission will also reimburse the employee for business-related expenses, such as phone calls and shipping costs, that are reasonably incurred in carrying out

the employee's job. To the extent possible, such reimbursements shall be pre-approved by the Commission.

The employee will establish an appropriate work environment within his or her telecommuting worksite for work purposes. The Commission will not be responsible for costs associated with the setup of the employee's telecommuting worksite, such as remodeling, furniture, or lighting, nor for repairs or modifications to the such worksite.

Security; Confidentiality

Consistent with the organization's expectations of information security for employees working at the office, telecommuting employees will be expected to ensure the protection and confidentiality of devices (e.g., computers, tablets, smart phones) and Commission information and records that may be accessible from their telecommuting worksite. Steps to ensure security and confidentiality include the use of locked file cabinets and desks, regular password maintenance, and any other measures appropriate for the job and the environment. All official Commission information and records must be protected from unauthorized disclosure or damage and returned safely to the office. This includes taking all measures necessary to avoid cybersecurity threats (e.g., secure VPN connections, antivirus software, firewalls). Employees shall not give unauthorized access to any Commission files, software applications, or equipment to anyone. In addition, employees should not remove from the office to the telecommuting worksite any records or information that are not necessary for the performance of their job. Each supervisor will maintain a list of records/information that are removed from the office to ensure that said records/information are returned.

The California Public Records Act applies to employees working remotely. Public records include any writing containing information related to the conduct of the public's business prepared, owned, used, or retained by the Commission, regardless of physical form or characteristic. If the Commission receives a Public Records Act request, employees must permit inspection and examination of any of the Commission's public record or public information in their possession. This is required regardless of where the public record is located.

Safety

Employees are expected to maintain their telecommuting worksite in a safe manner, free from safety hazards. The Commission will provide each telecommuter with a safety checklist that must be completed at least twice per year. Injuries sustained by the employee at a telecommuting worksite and in conjunction with his or her regular work duties are normally covered by the Commission's workers' compensation policy. Telecommuting employees are responsible for notifying the employer of such injuries as soon as practicable. The employee is liable for any injuries sustained by third parties or other persons present at the telecommuting worksite.

Telecommuting is not designed to be a replacement for appropriate child care. Although an individual employee's schedule may be modified to accommodate child care needs, the focus of the arrangement must remain on job performance and meeting Commission demands. Prospective telecommuters are encouraged to discuss expectations of telecommuting with family members prior to entering a trial period.

Time Worked

Employees will be required to work their regularly scheduled work hours or other scheduled arrangement approved by the supervisor. The employee will be expected to be available and accessible (e.g. by phone, video conference, and/or e-mail) during their work schedule, unless otherwise agreed upon by the supervisor. Employees shall check their Commission-related business phone messages and emails on a consistent basis, as if working at their Commission worksite. Employees must also be available to report to the Commission worksite within two hours when requested.

Telecommuting employees who are not exempt from the overtime requirements of the Fair Labor Standards Act will be required to accurately record all hours worked. Hours worked in excess of those scheduled per day and per workweek require the advance approval of the telecommuter's supervisor. Failure to comply with this requirement may result in the immediate termination of the telecommuting agreement.

Ad Hoc Arrangements

Temporary telecommuting arrangements (typically less than 30 days) may be approved for circumstances such as inclement weather, special projects, or business travel. These arrangements are approved on an as-needed basis only, with no expectation of ongoing continuance.

Other informal, short-term arrangements (typically less than 3 months) may be made for employees on family or medical leave to the extent practical for the employee and the Commission and with the consent of the employee's health care provider, if appropriate.

Additionally, emergency telecommuting arrangements may be approved for circumstances such as natural disasters, pandemics, or other situations for which a local, state, or federal emergency is declared.

All ad hoc telecommuting arrangements are made on a case-by-case basis, focusing first on the business needs of the Commission.

Madera County Transportation Commission
Telecommuting Agreement

This agreement confirms the Temporary Telecommuting Agreement by and between the Madera County Transportation Commission (hereafter "Commission") and _____ (Employee Name), _____ (Title) ("Employee"), to establish the terms and conditions for performing work at a telecommuting worksite, consistent with the Commission's Telecommuting Policy and Procedure.

1. **Effective Date.** This agreement begins on _____ (Date) and continues until _____ (Date), or as terminated by the Commission or Employee. Following the 3-month trial period, this Agreement will be reviewed periodically for compliance and may be revoked without advanced notice. Continuation of this temporary telecommuting agreement is based upon review of the Commission's essential business needs and the productivity effectiveness of the temporary telecommuting arrangement and may be revoked at the option of the Commission and without advanced notice.
2. **Schedule; Work Hours.** Employee's telecommuting schedule shall consist of _____ hours per work week and is as follows:

Day	Start Time	End Time	Meal Period/Lunch	Total Hours
Mon.				
Tue.				
Wed.				
Thur.				
Fri.				
Sat.				
Sun.				

3. **Telecommuting/Flexible Worksite.** Employee's telecommuting worksite is as follows and shall not be changed, moved, or relocated without prior consent and approval of the Commission:

Designated work location:	HOME
Designated work street address:	City:
Zip Code:	State:

4. **Phone Number.** The phone number(s) to reach Employee at the telecommuting worksite while working under this Agreement is: _____.

5. **Work Performance.** While telecommuting, Employee will:

- a) Work their scheduled work hours and receive advance approval in writing from their supervisor if unable to meet these requirements due to childcare, vacation, or medical issues and shall use personal leave accruals as appropriate.

If Employee becomes ill or is unavailable for work for at least two consecutive hours (e.g. to go to a medical appointment), Employee must immediately notify the supervisor or Executive Director and will be required to use their personal leave accrual, in accordance with the Commission's policies. Any requests to take vacation or other personal leave time off from work must be pre-approved in writing and documented on the appropriate leave of absence slip. Employees shall record all non-productive work time on his/her timesheet.

- b) Produce work at the same level of quality and quantity which is expected while working at the regular Commission worksite.
- c) Maintain consistent and responsive communications with any customer, coworkers, or supervisors who may be affected by the telecommuting arrangement (via email and or telephone).
- d) Remain accessible during the telecommute work schedule. Employee must be available to report to the Commission worksite within two hours when requested by the Commission, consistent with reporting at the regular Commission worksite when requested.
- e) Keep the supervisor or Executive Director informed of progress and statuses of all work assigned and immediately discuss any problems encountered. Completion of a work status report may be required to participate in the telecommunicating program.

- f) Be available for teleconferences, scheduled on an as-needed basis within Employee's regularly scheduled work hours above.
- g) Have the telecommuting worksite be quiet and free of distractions, with reliable and secure internet and/or wireless access.

6. **Terms of Employment.** Employee understands that this Agreement is not a separate and distinct contract of employment with the Commission and does not provide any additional or other contractual rights regarding employment. This Agreement does not supersede the terms of the existing employment relationship, except as provided herein by this Agreement. All existing duties, obligations, responsibilities, and conditions of employment remain unchanged. The Employee remains obligated to comply with all Commission rules, policies, practices, and instructions that would ordinarily apply if Employee were working at his/her regular worksite.

Employee acknowledges that participation in this telecommuting arrangement shall not be construed as a benefit, but rather as an alternate work arrangement requested by Employee and approved by the Commission. No change shall be made to Employee's existing levels of salary and/or benefits as a result of participation in this temporary arrangement.

Work products developed or produced by the Employee while temporarily telecommuting remains the property of the Commission. Work hours, compensation and leave scheduling while telecommuting shall continue to conform to all applicable rules and policies of the Commission. Any requests to work overtime or use leave time shall require prior approval in writing by the Employee's supervisor in the same manner as when working at the regular worksite.

7. **Equipment and Office Supplies:** Commission-owned resources, equipment, supplies, and materials may only be used for Commission business. Employee is responsible for ensuring that all such Commission-owned items are properly used and maintained. Employee further agrees to take all reasonable steps to protect all Commission-owned property from theft, damage, or misuse. This includes maintaining data security and record confidentiality to at least the same degree as expected when working at the regular worksite. Employee may not duplicate Commission-owned software and will comply with licensing agreements for the use of all software owned and utilized by the Commission. Depending on the circumstances, Employee may be responsible for damage to or loss of Commission property.

Unless otherwise issued, Employee is responsible for providing work space, telephone, printing, networking, and/or Internet capabilities at the telecommute location, and shall not be reimbursed by the Commission for these or other related expenses. Employee will be responsible for any repair or maintenance of their personal equipment and supplies. The Commission will not be liable for any injuries to third parties or any other person present at the telecommuting worksite or for damage to the Employee's personal equipment or property.

The Commission shall endeavor to service or repair any issues related to telecommuting equipment, supplies, programs, or materials via remote access. However, in the event the Commission is unable to make such service or repair remotely, the Employee agrees to provide the Commission's personnel with necessary access to the telecommuting worksite, at a reasonable, mutually agreeable time during the workday, for the purpose of servicing or repairing any and all Commission-owned equipment, supplies, programs, or materials used by the Employee while telecommuting. All such items shall be returned to the Commission in good working order at the time requested by the Commission or upon discontinuance of the telecommuting arrangement.

8. **Telecommuting Site Safety and Ergonomics:** Employee agrees to maintain a safe, secure, and ergonomic work environment and to report work related injuries to the Employee's supervisor at the earliest reasonable opportunity. Employee agrees to hold the Commission harmless for injury to any other individuals at the temporary telecommuting worksite. Employee and the Commission agree to work together to ensure that the telecommuting worksite is safe and ergonomically suitable.

Employee shall allow access to the temporary telecommute location, at a reasonable, mutually agreeable time during the workday, to allow an inspection to ensure the workspace is free from hazards. Employee also agrees that the Commission may take photographs of work areas only for purposes of maintaining a record of same.

Injuries sustained by the Employee at the telecommuting worksite and in conjunction with their regular work duties would undergo review pursuant to the Workers' Compensation Act to determine compensability. The Employee remains liable for any injuries to third parties or any other person present at the telecommuting worksite or for damage to Employee's personal equipment or property.

9. **Termination.** Any breach of this Agreement by the Employee or violation of the Telecommuting Policy and Procedure may result in termination of this Agreement and/or disciplinary action, up to and including termination of employment.

Signed: _____

Date: _____

Employee Name:

Signed: _____

Date: _____

Supervisor Name: