

HUMAN RESOURCES POLICY
Fauquier County, Virginia

Policy Title: Telecommuting Policy
Section No: 55

Date: 10/08/2009
Supersedes Policy: New

I. PURPOSE

This policy permits Fauquier County Government departments and/or agencies to designate employees to work at alternate work locations for all or part of their workweek in order to promote general work efficiencies.

II. SCOPE

This policy applies to all employees.

III. DEFINITIONS

Alternate Work Location: Approved work sites other than the employee's central workplace where official County business is performed. Such locations may include, but are not necessarily limited to, employees' homes and satellite offices.

Central Workplace: The employer's place of work where employees normally are located.

Employee: An employee who works away from his/her central workplace either at home or at another agency-designated or approved remote work location.

Telecommuting: A work arrangement in which supervisors direct or permit employees to perform their usual job duties away from their central workplace, in accordance with work agreements.

Work Agreement: The written agreement between the County and employee that details the terms and conditions of an employee's work away from his or her central workplace. Work agreements are required for telecommuting.

Work Schedule: The employee's hours of work in the central workplace or in alternate work locations. (See Policy 9, Work Schedules and Attendance)

IV. PROCEDURES

A. General Provisions

Fauquier County management is responsible for managing the affairs and operations of County government; thus, departments/agencies have sole discretion to:

- a. Designate positions for telecommuting; and
- b. Approve employees to telecommute.

B. Conditions of Employment

Telecommuting assignments do not change the conditions of employment or required compliance with policies.

To the extent possible, the department/agency and the employee should mutually agree to telecommuting arrangements. However, departments/agencies may establish telecommuting as a condition of employment, based upon the department's/agency's business needs. In such cases, this requirement should be included when the position is advertised and in correspondence offering employment.

a. Compensation and Benefits

An employee's compensation and benefits will not change as a result of telecommuting.

b. Hours of Work

The total number of hours that employees are expected to work will not change, regardless of work location. Employees agree to apply themselves to their work during work hours.

Departments/agencies must ensure that procedures are in place to document the work hours of employees who telecommute, in particular ensuring compliance with the Fair Labor Standards Act.

Telecommuting is not intended to serve as a substitute for child or adult care. If children or adults in need of primary care are in the alternate work location during employees' work hours, another individual must be present to provide the care.

c. Attendance at Meetings

Supervisors may require employees to report to a central workplace as needed for work-related meetings or other events or may meet with the employee in the alternate work location as needed to discuss work progress or other work related issues.

d. Use of Leave

Telecommuting is not intended to be used in place of administrative leave (Policy 2-a), annual leave (Policy 2-b), bereavement leave (Policy 2-c), civil leave (Policy 2-d), compensatory leave (Policy 2-e), educational leave (Policy 2-f), Family and Medical Leave (Policy 2-g), holidays (Policy 2-h), leave without pay (Policy 2-k), military leave (Policy 2-l), sick leave (Policy 2-m), workers compensation (Policy 36), or any other types of leave.

However, departments/agencies may determine whether or not it is appropriate to offer telecommuting as an opportunity for partial or full return to work based on County/agency policy and the criteria normally applied to decisions regarding the approval of telecommuting.

C. Equipment and Materials

In some cases, the County/agency will provide equipment and materials needed by employees to effectively perform their duties. However, where agreements specify, employees may be authorized to use their own equipment.

a. County/Agency-Owned Equipment

1. Authorized Use/Users

County/agency-owned equipment provided to the employee for use off-site may be used only for legitimate County/agency purposes by authorized employees.

Employees are responsible for protecting County/agency-owned equipment from theft, damage, and unauthorized use.

2. Maintenance

County/agency-owned equipment used off-site in the normal course of employment will be maintained, serviced, and repaired by the County/agency.

3. Transporting/Installing

The employee is responsible for transporting and installing equipment, and for returning it to the central workplace for repairs or service; unless otherwise stated in the work agreement.

b. Employee-Owned Equipment

When employees are authorized to use their own equipment, departments/agencies will not assume responsibility for the cost of the equipment, repair or service, or licensing of software installed on employee-owned equipment.

c. County/Agency-Supplied Materials

County/Agency may supply employees with materials necessary to perform their duties at the alternate work location. This includes items such as pens, paper, ink or toner cartridges, folders, and any other necessary office supply or material.

All purchases for office supplies or materials shall comply with procurement policies and procedures.

D. Costs Associated with Telecommuting

Departments/agencies are not obligated to assume responsibility for operating costs, home maintenance, or other costs incurred by employees in the use of their homes as telecommuting alternate work locations.

Departments/Agencies may use appropriated funds to:

1. pay for leased telephone lines in the employee's alternate work location,
2. install and provide basic telephone service in employees' alternate work locations, or
3. provide cell phones and/or personal data assistants (PDA) to employees for business use.

If cell phones are not provided, agencies may reimburse employees for business-related long distance calls made from their personal home or cell phones. If personal home or cell phones are utilized, then blocking caller identification to business related individuals/clients is strongly recommended.

E. County/Agency Information

Employees must safeguard department/agency information used or accessed while telecommuting.

Department/agency supervisors must grant permission according to department/agency-approved procedures for employees to work on restricted-

access information or materials at alternate work locations. Employees must agree to follow department/agency-approved security procedures in order to ensure confidentiality and security of data.

IV. DEPARTMENT/AGENCY RESPONSIBILITIES

A. General Provisions

Work performed in alternate work locations is considered official County business; therefore, departments/agencies may establish specific conditions that apply to employees working in alternate locations.

B. Establish County/Agency Policy

Each department/agency must comply with County policies and procedures related to telecommuting. Such policies should maximize the appropriate use of telecommuting without diminishing employee performance or service delivery.

Department/Agency policies also should:

1. Identify positions which are appropriate for telecommuting (See Attachment A)
2. Require work agreements between the department/agency and employees (See Attachment B)
3. Require the alternate work location be in compliance with local zoning regulations
4. Information Technology (IT) Review - All telecommuting arrangements that require employees to use a County computer, phone and/or any other data related equipment that needs to communicate with the County Network must be approved by IT and the department/agency management.

C. Develop Work Agreements

Departments/agencies and employees must agree to the terms of telecommuting before an employee may work at an alternate work location.

Department/agency agreements must be reviewed and approved by the Department of Human Resources prior to use.

Departments/agencies shall include the conditions listed below in work agreements (also, see Attachment B for a sample agreement):

1. the duration of the agreement;
2. the work schedule and how it can be changed;
3. how leave is to be requested and approved by the supervisors;
4. status of employees during emergency or weather-related closings affecting the central or alternate workplace under Policy AP-07, Inclement Weather;
5. how routine communication between the employee, supervisor, co-employees, and customers will be handled;
6. the employee's performance plan/expectations;
7. the equipment and/or supplies that will be used, and who is responsible for providing and maintaining them;
8. any applicable data security procedures;
9. safety requirements (see Attachment C for Risk Management's recommended checklist); and
10. a requirement that employees permit supervisor access to the alternate work location during normal work hours as defined by the telecommuting agreement.
11. comply with all County/agency rules, policies, practices, and instructions and all federal and state requirements;
12. use department/agency provided equipment/supplies only for business purposes, and to notify the department/agency immediately when equipment malfunctions;
13. notify their supervisors immediately of any situations which interfere with their ability to perform their jobs;
14. maintain safe work conditions and practice appropriate safety habits;
15. certify that the work location is free from hazards;
16. notify their supervisors immediately of any injury incurred while working;

17. agree to allow supervisors and any other person deemed necessary by such supervisor or Human Resources to visit the alternate work location immediately after any accident or injury which occurred while working;
18. absolve the County/agency from liability for damages to real or personal property resulting from participation in the telecommuting program; and
19. be responsible for the security of information, documents, and records in their possession or used during telecommuting, and not take restricted-access material home without the written consent of their supervisors.

D. Termination of Agreement

The County/agency may terminate the telecommuting agreement at its discretion. The County/agency should give employees advance notice if a decision is made to terminate a telecommuting agreement; however, advance notice is not required.

E. Train Managers and Supervisors

The Department/agency should encourage the successful and appropriate use of telecommuting within the agency by providing training to supervisors and managers in effectively managing telecommuters.

F. Reporting to Human Resources

The Department/agency must determine which positions are appropriate for telecommuting and provide the information to the Department of Human Resources when they:

1. establish a position,
2. re-establish a position, or
3. change the designation of the position.

G. Reporting

The department head/agency head or designee shall annually report on the status and efficiency of telecommuting and participation in alternative work schedules, including specific budget requests for information technology, software, or other equipment needed to increase opportunities for telecommuting and participation in alternate work locations.

V. INTERPRETATION

The Director of Human Resources is responsible for official interpretation of this policy.

Questions regarding the application of this policy should be directed to the Department of Human Resources.

The Department of Human Resources reserves the right to revise or eliminate this policy at any time upon the approval of the County Board of Supervisors.

VI. RELATED POLICIES

Policy 9, Work Schedules and Attendance

Policy AP-07, Inclement Weather

Policy 17, Employee Performance Evaluation

Policy 2-a, Administrative Leave

Policy 2-b, Annual Leave

Policy 2-c, Bereavement Leave

Policy 2-d, Civil Leave

Policy 2-e, Compensatory Leave

Policy 2-f, Educational Leave

Policy 2-g, Family and Medical Leave

Policy 2-h, Holidays

Policy 2-k, Leave Without Pay

Policy 2-l, Military Leave

Policy 2-m, Sick Leave

Policy 36, Workers' Compensation

Policy 54, Safety Policy

Determining Positions Which Are Appropriate for Telecommuting

In making decisions about which positions are appropriate to designate or approve for telecommuting, departments/agencies should thoroughly analyze the duties of positions and how the work is performed.

Generally positions with the following characteristics may be appropriate for telecommuting:

- Require independent work
- Require little face-to-face interaction
- Require concentration
- Result in specific, measurable work products
- Can be monitored by output, not time spent doing the job

Employee Qualities Which Are Appropriate for Telecommuting

In making decisions about which employees are designated or approved for telecommuting, departments/agencies should review the work qualities of employees, in addition to ensuring that their positions are appropriate for telecommuting.

Generally, employees who will be successful in telecommuting have the following qualities:

- Are able to work productively on their own
- Are self-motivated and flexible
- Are knowledgeable about the job
- Have a low need for social interaction
- Are dependable and trustworthy
- Have above average performance records
- Are organized
- Have good communication skills

TELECOMMUTING WORK AGREEMENT

The following constitutes an agreement of the terms and working conditions of telecommuting between:

Department/Agency

Date

Employee

Date

INITIATION OF AGREEMENT

1. Employee agrees to participate in telecommuting and adhere to applicable guidelines and practices. ____ Yes ____ No
2. Employee agrees to participate in telecommuting for an initial period not to exceed one year beginning _____ and ending _____. This agreement may be extended beyond the initial one year period, if agreeable to the department/agency and to the employee. If extended, the terms of this agreement should be reviewed and updated as necessary.
3. Department/agency concurs with employee participation and agrees to adhere to applicable guidelines and policies. ____ Yes ____ No
4. A copy of the County Telecommuting Policy has been given to the employee. ____ Yes ____ No

WORK LOCATION/SCHEDULE

1. Employee's central workplace is: _____
2. Employee's alternate work location is: _____

Describe in detail the designated work area at the alternate location: _____

3. At the central workplace, the employee's work hours will normally be from _____ to _____ on the following days: _____
4. At the alternate work location, the employee's work hours will normally be from _____ to _____, on the following days: _____
5. Employee's time and attendance will be recorded the same as though performing official duties at the central workplace.
6. Supervisors will maintain a copy of employee's work schedule, and employee's time and attendance will be recorded the same as if performing official duties at the central workplace.

Employee's Initials _____

WORK STANDARDS/PERFORMANCE

1. Employee will meet with the supervisor to receive assignments and to review completed work as necessary or appropriate.
2. Employee will complete all assigned work according to work procedures mutually agreed upon by the employee and the supervisor, and according to guidelines and expectations stated in the employee's performance plan.
3. Supervisor will evaluate employee's job performance according to the employee's performance plan.
4. Employee agrees to limit performance of his/her officially-assigned duties to the central workplace or department/agency-approved alternate work location. Failure to comply with this provision may result in loss of pay, termination of the telecommuting agreement, and/or appropriate disciplinary action.

COMPENSATION/BENEFITS

1. All salary rates, leave accrual rates, and travel entitlements will remain as if the employee performed all work at the central workplace.
2. Employee will be compensated according to applicable laws and County/agency policy for overtime work that has been requested by his/her supervisor and approved in advance.
3. Employee understands that overtime work must be approved in advance by the supervisor. By signing this form, employee agrees that failing to obtain proper approval for overtime work may result in his/her removal from telecommuting and/or appropriate action.
4. Overtime hours worked shall be paid/accrued as set forth in the Compensatory Leave policy (2-e).
5. Employee must obtain supervisory approval before taking leave in accordance with established office procedures. By signing this form, the employee agrees to follow established procedures for requesting and obtaining approval of leave.

EQUIPMENT/EXPENSES

1. Employee who uses department/agency-owned equipment agrees to protect such equipment in accordance with department/agency guidelines. County-owned equipment will be serviced and maintained by the department/agency.
2. If employee provides equipment, he/she is responsible for servicing and maintaining the equipment.
3. Neither the department/agency nor the County will be liable for damages to an employee's personal or real property during the course of performance of official duties or while using County equipment in the employee's residence.
4. Neither the department/agency nor the county will be responsible for operating costs, home maintenance, or any other incidental costs (e.g., utilities) associated with the use of the employee's residence as an alternate work location.

Employee's Initials _____

SAFETY

1. Employee is covered by the appropriate provisions of the County's Worker's Compensation Policy if injured while performing official duties at the central workplace or alternate work location.
2. Employee and appropriate Human Resources staff shall certify that the work location is safe and free from hazards.
3. Employee shall bring to the immediate attention of his/her supervisor any accident or injury occurring at the alternate work location while working.
4. Supervisor or designee will investigate all accident and injury reports immediately following notification to ensure compliance with County policy and procedures.
5. Employee shall comply with any requirements and/or visits to the alternate work location by Human Resources or Insurance staff to investigate any claims filed in order to determine compensability.

CONFIDENTIALITY/SECURITY

Employee will apply approved safeguards to protect department/agency or County records from unauthorized disclosure or damage, and will comply with the privacy requirements set forth in the County and/or state law, County policies, or department/agency policy or procedure.

TERMINATION OF AGREEMENT

1. Employee may terminate participation in telecommuting at any time unless it was a condition of employment. Two weeks notice to the department/agency is recommended.
2. Department/agency may terminate employee's participation in telecommuting at any time. (Employees may be withdrawn for reasons to include, but not limited to, declining performance and organizational benefit). Two weeks notice to the employee is recommended when feasible, but it is not required.

Employee's Initials _____

Safety Checklist
(Sample Checklist and Employee Certification Form)

Employee Name: _____
 Department/Agency: _____
 Supervisor Name: _____
 Location: _____
 Phone: _____

The following checklist is designed to assess the overall safety of the alternate work location. Each participant should read and complete the self-certification safety checklist. Upon completion, the checklist should be signed and dated by the participating employee and immediate supervisor with a copy provided to the Risk Manager in the Department of Human Resources.

The alternate work location is located (check one): _____ in home _____ not in home.

Describe the designated work area: _____

To the best of one's knowledge:

1. Is the space free of asbestos-containing materials? ___ Yes ___ No
2. If asbestos-containing material is present, is it undamaged and in good condition? ___ Yes ___ No
3. Is the space free of indoor air quality problems? ___ Yes ___ No
4. Is there adequate ventilation for the desired occupancy? ___ Yes ___ No
5. Is the space free of noise hazards (noises in excess of 85 decibels)? ___ Yes ___ No
6. Is there a potable (drinkable) water supply? ___ Yes ___ No
7. Are lavatories available with hot and cold running water? ___ Yes ___ No
8. Are all stairs with four or more steps equipped with handrails? ___ Yes ___ No
9. Are all circuit breakers and/or fuses in the electrical panel labeled as to intended service? ___ Yes ___ No
10. Do circuit breakers clearly indicate if they are in the open or closed position? ___ Yes ___ No
11. Is all electrical equipment free of recognized hazards that would cause physical harm (frayed wires, bare conductors, loose wires, flexible wires running through walls, exposed wires fixed to the ceiling, etc.)? ___ Yes ___ No
12. Will the building's electrical system permit the grounding of electrical equipment? ___ Yes ___ No
13. Are aisles, doorways, and corners free of obstructions to permit visibility and movement? ___ Yes ___ No
14. Are file cabinets and storage closets arranged so drawers and doors do not open into walkways? ___ Yes ___ No

Employee's Initials _____

- 15. Do chairs have loose casters (wheels)? Are the rungs and legs of chairs sturdy? __ Yes __ No
- 16. Is the work area overly furnished? __ Yes __ No
- 17. Are the phone lines, electrical cords, and extension wires secured under a desk or alongside a baseboard? __ Yes __ No
- 18. Is the office space neat, clean, and free of excessive amounts of combustibles? __ Yes __ No
- 19. Are floor surfaces clean, dry, level, and free of worn or frayed seams? __ Yes __ No
- 20. Are carpets well secured to the floor and free of worn or frayed seams? __ Yes __ No

Employee Signature

Date

Supervisor or Designated Agency Representative

Date

Risk Manager Review

Date

Comments: _____

Employee's Initials _____