

# **Telecommuting Policy**

Adopted by the Jackson Parish Police Jury effective <u>August 10, 2020</u>

**PURPOSE**: Telecommuting allows employees to work at home, on the road or in a satellite location for all or part of their workweek. The Jackson Parish Police Jury 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 is not an entitlement, it is not a companywide benefit, and it in no way changes the terms and conditions of employment with the Jackson Parish Police Jury.

**SCOPE:** This policy applies only to eligible full-time and part-time employees of the Jackson Parish Police Jury, including hourly, salary exempt, and salary non-exempt classifications that have been approved for telecommuting and have been supplied the proper supplies and materials to perform a meaningful service from a remote location.

**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.

Any telecommuting arrangement made may be discontinued at will and at any time at the request of either the telecommuter or the Police Jury. Every effort will be made to provide 30 days' notice of such change to accommodate commuting and other issues that may arise from the termination of a telecommuting arrangement. There may be instances, however, when no notice is possible.

### PROCEDURES

### A. Eligibility

- Individuals requesting formal telecommuting arrangements must be employed with the Jackson Parish Police Jury for a minimum of 12 months of continuous, regular employment and must have a satisfactory performance record.
- b. Before entering into any telecommuting agreement, the employee and Department Superintendent, with the assistance of the Secretary-Treasurer, will evaluate the suitability of such an arrangement, reviewing the following areas:
  - i. Employee suitability: The employee and manager will assess the needs and work habits of the employee, compared to traits customarily recognized as appropriate for successful telecommuters.
  - ii. Job responsibilities: The employee and manager will discuss the job responsibilities and determine if the job is appropriate for a telecommuting arrangement.
  - iii. Equipment needs, workspace design considerations, and scheduling issues: The employee and manager will review the physical workspace needs and the appropriate location for the telework.
  - iv. 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.



- c. If the employee and manager agree, and the Secretary-Treasurer concurs, a draft telecommuting agreement will be prepared and signed by all parties, and a determined trial period (not to exceed 30 days) will commence.
- d. Evaluation of telecommuter performance during the trial period will include regular interaction by phone and e-mail between the employee and the manager, and weekly face-to-face meetings (if able) to discuss work progress and problems. At the end of the trial period, the employee and manager 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.
- e. 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 manager 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.
- B. Equipment
  - a. On a case-by-case basis, the Police Jury will determine, with information supplied by the employee and the Department Manager, the appropriate equipment needs (including hardware, software, modems, phone and data lines, and other office equipment) for each telecommuting arrangement. The Secretary-Treasurer and information system provider will serve as resources in this matter. Equipment supplied by the Police Jury will be maintained by the Police Jury. Equipment supplied by the employee, if deemed appropriate by the Police Jury, will be maintained by the employee. The Police Jury accepts no responsibility for damage or repairs to employee-owned equipment. The Police Jury reserves the right to make determinations as to appropriate equipment, subject to change at any time. Equipment supplied by the Police Jury is to be used for business purposes only. The telecommuter must sign an inventory of all Police Jury property received and agree to take appropriate action to protect the items from damage or theft. Upon termination of employment, all Police Jury property will be returned to the Police Jury, unless other arrangements have been made.
  - b. The Police Jury will supply the employee with appropriate office supplies (pens, paper, etc.) as deemed necessary. The Police Jury will also reimburse the employee for business-related expenses that are reasonably incurred in carrying out the employee's job.
  - c. The employee will establish an appropriate work environment within their home for work purposes. The Police Jury will not be responsible for costs associated with the setup of the employee's home office, such as remodeling, furniture, or lighting, nor for repairs or modifications to the home office space.
- C. Security
  - a. Consistent with the Police Jury's expectations of information security for employees working at the office, telecommuting employees will be expected to ensure the protection of proprietary company and customer information accessible from their home office. Steps include the use of locked file cabinets and desks, regular password maintenance, and any other measures appropriate for the job and the environment.



#### D. Safety

- Employees are expected to maintain their home workspace in a safe manner, free from safety hazards. The Police Jury will provide each telecommuter with a safety checklist that must be completed at least twice per year. Injuries sustained by the employee in a home office location and in conjunction with their regular work duties are normally covered by the Police Jury'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 visitors to his or her home worksite.
- b. Telecommuting is not designed to be a replacement for appropriate childcare. The focus of the arrangement must remain on job performance and meeting business demands. Prospective telecommuters are encouraged to discuss expectations of telecommuting with family members prior to entering a trial period.

#### E. Time Worked

a. 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 using the Police Jury's time-keeping system. 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.

#### F. Ad Hoc Arrangements

- a. Temporary telecommuting arrangements may be approved for circumstances such as inclement weather, special projects, business travel, or other special needs. These arrangements are approved on an as-needed basis only, with no expectation of ongoing continuance.
- b. Other informal, short-term arrangements may be made for employees on family or medical leave to the extent practical for the employee and the organization and with the consent of the employee's health care provider, if appropriate.
- c. All informal telecommuting arrangements are made on a case-by-case basis, focusing first on the business needs of the organization.



# Assessment: Employee Suited for Telecommuting

The following tool can be used by a Department Superintendent as a basis for discussing the option and appropriateness of teleworking for a particular employee.

## Please rate your employee using the following scale:

1 – Never	2 – Rarely	3 – Sometimes	4 – Usually	5 - Always
Employee works wit	thout regular mon	itoring/supervision.		
Employee is comfor	table working alor	ne.		
Employee independ	ently identifies rea	quired work tasks, issue	es, and solutions.	
Employee resolves i	ssues with minima	al guidance.		
Employee is self-mc	tivated and self-d	isciplined.		
Employee is success	ful in their current	t position.		
				t in sufficient time to
		,		
Employee meets de	adlines.			
The employee's resi	dence has an appi	ropriate work environm	ient conducive for te	eleworking.
Employee is comput	ter literate, (as rec	juired by this position).		
Employee is fully aw		tal information tasks	logy cocurity	
	Employee works with Employee is comfor Employee independ Employee resolves i Employee is self-mod Employee is success Employee communities allow for alterations Employee is knowled Employee meets de The employee's resident	Employee works without regular mon Employee is comfortable working alor Employee independently identifies rea Employee resolves issues with minima Employee is self-motivated and self-di Employee is successful in their current Employee communicates hindrances to allow for alterations that improve the Employee is knowledgeable about org Employee meets deadlines. The employee's residence has an appr Employee is computer literate, (as rec	Employee works without regular monitoring/supervision. Employee is comfortable working alone. Employee independently identifies required work tasks, issue Employee resolves issues with minimal guidance. Employee is self-motivated and self-disciplined. Employee is successful in their current position. Employee communicates hindrances to successful completio allow for alterations that improve the opportunity for success Employee is knowledgeable about organization's procedures Employee meets deadlines. The employee's residence has an appropriate work environm Employee is computer literate, (as required by this position).	Employee works without regular monitoring/supervision. Employee is comfortable working alone. Employee independently identifies required work tasks, issues, and solutions. Employee resolves issues with minimal guidance. Employee is self-motivated and self-disciplined. Employee is successful in their current position. Employee communicates hindrances to successful completion of a task or project allow for alterations that improve the opportunity for success. Employee is knowledgeable about organization's procedures/policies.

Total Score:



# **Telecommuting Site Worksheet**

This worksheet is to be completed *prior to* the finalization of the Short-Term Telecommuting Agreement. When setting up a telework space, ergonomics and safety are of primary importance.

Item	Yes	No
Safety Evaluation:		
Workspace area accommodates all equipment and related materials.		
Sufficient electrical outlets are available.		
All electrical plugs, cords, panels, and receptacles are in good condition.		
Three-prong, grounded outlets are used. Note: Two-prong outlets that require plug adaptors		
do not provide adequate protection for computers.		
Equipment is fitted with surge protectors and overload fuses.		
Equipment is placed close to electrical outlets. Electrical cords/wires are configured so there		
are no tripping hazards. Note: Extension cords should not be used.		
There is a working smoke detector in or near the workspace.		
A home multipurpose fire extinguisher is available. Employee is familiar with use.		
Heating and ventilation systems are adequate and in good repair.		
There is an established evacuation plan in the event of a fire.		
Furnishings appear sturdy.		
Workstation Set-up – Workstation and equipment are ergonomically appropriate		
Computer desk and chair are ergonomically sound and sturdy.		
Keyboard, mouse, external speakers, etc. are in working order.		
Computer screen(s)/monitor(s) are correctly positioned and connected.		
Workspace lighting is adequate and appropriate for tasks.		
Adequate accessibility to phone lines, internet connection, electrical capabilities, etc.		
Work documents, data, and confidential information are secured.		
Workspace is separate from major family activity areas and is devoted to work needs.		
Other Items of Note:		

For more detailed information on setting up an ergonomic computer workstation, visit: <a href="https://www.osha.gov/SLTC/etools/computerworkstations/">https://www.osha.gov/SLTC/etools/computerworkstations/</a>

Telecommuting Employee:	Employee #:
Temporary work location:	
Site Evaluator (Department Superintendent or Secretar	y-Treasurer):
Date of inspection:	Signature of Evaluator:



#### Short-Term Telecommuting Agreement

Employee Information:	
Name:	Employee #: Hire date:
Job title:	Department:
Manager:	
FLSA status:  Exempt Nonexempt	
This temporary telecommuting agreement will begin	n and end on the following dates:
Start date: End date: _	
Temporary work location:	
Employee schedule:	

The employee agrees to the following conditions:

- The employee will remain accessible and productive during scheduled work hours.
- The employee will record all hours worked and meal periods taken using the Police Jury's timekeeping system in accordance with regular timekeeping practices.
- Nonexempt employees will obtain supervisor approval prior to working unscheduled overtime hours.
- The employee will report to the employer's work location as necessary upon directive from their supervisor.
- The employee will communicate regularly with their supervisor and co-workers, which includes a weekly written or electronic report of activities.
- The employee will comply with all Police Jury rules, policies, practices, and instructions that would apply if the employee were working at the employer's work location.
- The employee will maintain satisfactory performance standards.
- The employee will make arrangements for regular dependent care and understands that telecommuting is not a substitute for dependent care. In pandemic circumstances, exceptions may be made for employees with caregiving responsibilities.
- The employee will maintain a safe and secure work environment at all times.
- The employee will allow the employer to have access to the telecommuting location for purposes of assessing safety and security, upon reasonable notice by the organization.
- The employee will report work-related injuries to his or her manager as soon as practicable.

The Jackson Parish Police Jury will provide the following equipment:

The employee will provide the following equipment:

The employee agrees that Police Jury equipment will not be used by anyone other than the employee and only for business-related work. The employee will not make any changes to security or administrative settings on Police Jury equipment. The employee understands that all tools and resources provided by the Police Jury shall remain the property of the parish at all times.

The employee agrees to protect company tools and resources from theft or damage and to report theft or damage to their manager immediately.



The employee agrees to comply with Police Jury policies and expectations regarding information security. The employee will be expected to ensure the protection of proprietary company and customer information accessible from their home offices.

The Jackson Parish Police Jury will reimburse employee for the following expenses:

The employee will submit expense reports with attached receipts in accordance with the Police Jury's expense reimbursement policy.

The employee understands that all terms and conditions of employment with the Police Jury remain unchanged, except those specifically addressed in this agreement.

The employee understands that management retains the right to modify this agreement on a temporary or permanent basis for any reason at any time.

The employee agrees to return Police Jury equipment and documents within five days of termination of employment.

Employee Name (Print)

Employee Signature

Superintendent Name (Print)

Superintendent Signature

Secretary-Treasurer Signature

Date

Date

Date



**Equipment Acceptable Usage Agreement** 

Employee Name:	Employee #:
Address:	
Home Phone:	Mobile:

JPPJ Asset Tag #	Serial/VIN #	<b>Description of Equipment/Devise</b>	Approximate \$ Value

**Title to Property**: Legal title/ownership of the above listed technology devices are and will remain at all times with Jackson Parish Police Jury (hereafter Police Jury).

**Right to Use Property**: Right of use and possession of these devices are limited and are based on full compliance with all Police Jury policies. Right of use of this device may be terminated at any time for violation of this agreement or any Police Jury policy or procedure.

**Term of Possession**: The limited right to possession of these technology devices begins with the checkout of these devices to the eligible employee and terminates no later than the employee's last day of telecommunication work per the Telecommuting Agreement. Should the employee fail to return any of the devices in a timely manner in accordance with this agreement, the Police Jury is entitled to take possession of the device(s) at the location listed in the Telecommuting Agreement.

**Terms of This Agreement**: This agreement terminates on the last day of telecommunication work per the Telecommuting Agreement unless terminated earlier by the Police Jury. All devices must be returned to the Police Jury by the termination of this agreement.

**Loss or Damage**: If any of the devices are lost or damaged due to negligence, the employee is responsible for reasonable cost of repair or replacement at fair market value on the date of loss. Loss of, damage to, or theft of any device must be reported to the department superintendent immediately after the occurrence. If a device is stolen, a police report must be filed by the employee within 48 hours of the incident. Leaving a device vulnerable to theft or damage may be negligence depending upon the circumstances.

**Unlawful Possession**: Failure to return any device in accordance with this agreement and without written consent of the Police Jury may be considered unlawful possession and/or appropriation of Parish property.