The County of Mercer has guidelines to allow for a telecommuting option for eligible employees under certain conditions. By definition, telecommuting allows employees to work at home for all or part of their regular workweek. Telecommuting is a work alternative that may be appropriate for some employees and some jobs at the County's discretion. It is not an entitlement; it is not a Countywide benefit; and it does not change the terms and conditions of employment.

**DURATION**

This policy is limited to temporary telecommuting because essential job functions cannot be performed remotely on a permanent basis, during the COVID-19 pandemic.

This policy does not apply to requests for reasonable accommodations based on a medical condition.

**ELIGIBILITY**

This policy applies to all full-time employees permitted to telecommute because of COVID-19 who have been employed for at least 90 days.

You will be notified by Human Resources or your Department Head if your position is eligible for temporary telecommuting. Permission to telecommute is in the County's discretion and can be withdrawn at any time.

The County will determine the scope, nature and duration of the telecommuting period in response to COVID-19 based on risk factors and guidelines promulgated by the Center for Disease Control, the U.S. Department of Labor, the State of New Jersey, public health authorities, and other relevant entities. You will be required, even if telecommuting is approved, to report to work at the County's offices as needed.

**COUNTY POLICIES**

Employees permitted to telecommute must continue to abide by the County's handbook, policies and relevant collective bargaining agreements. Failure to follow County policies may result in discipline and/or termination of the telecommuting arrangement. Your responsibilities when telecommuting include safeguarding the County's equipment and confidential information.

**PROCESS**

The Department of Administration will determine, with information supplied by the employee and the supervisor, the appropriate equipment needs (including hardware, software, modems, phone and data lines, facsimile equipment or software, photocopiers, etc.) for each telecommuting arrangement on a case-by-case basis. The Human Resources and Information Technology departments will serve as resources in this matter. The County will maintain equipment supplied by the County. The employee, if deemed appropriate by the County, will maintain equipment supplied by the employee. The County
accepts no responsibility for damage or repairs to employee-owned equipment. The County 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 will be asked to sign an inventory of all office property and agree to take appropriate action to protect the item(s) from damage or theft. Upon termination of employment or at the County’s request, all County property will be returned to the County of Mercer unless other arrangements have been made.

RULES AND REGULATIONS

Consistent with the County’s expectations of information asset security for employees working at the office full-time, telecommuting employees will be expected to ensure the protection of proprietary County and customer information accessible from their home office. Steps include, but are not limited to, use of locked file cabinets, disk boxes, and desks; regular password maintenance; and any other steps appropriate for the job and the environment.

Telecommuters are expected to comply with all applicable HR policies as instituted by the County of Mercer (e.g., conflict of interest, confidentiality, residency, safety, anti-harassment, drugs and alcohol and the like). It should be particularly noted that the County of Mercer’s drug and alcohol policy applies to telecommuters. Even though there may be intoxicants in an employee’s home, it should be clear that all employees (including telecommuters) are expected not to be intoxicated while performing work. Just like all other employees, telecommuters are subject to the same rules regarding drug and alcohol testing.

Further, the designated workday is from 8:30 am to 4:30 pm, or any other such time as set by County policy, or collective bargaining agreement. However, upon consultation with your supervisor, those hours may be revised if needed. In the event that an employee is not available for work on any given day, said employee must send an email to their supervisor designating the type of leave time to be charged (e.g: sick, vacation, personal, compensatory time).

All of the rules that govern behavior in the workplace also apply to the telecommuter. For example, they are expected to be performing work for the County, not for others. Similarly, any County equipment that they use at home is expected to be used for County business, not their own.

The employee will establish an appropriate work environment within her/his home for work purposes. The County will not be responsible for costs associated with initial setup of the employee’s home office such as remodeling, furniture, or lighting nor for repairs or modifications to the home office space.

After equipment has been delivered, a designated representative of the County may visit the employee’s home worksite to inspect the space for possible work hazards and suggest modifications. Repeat inspections may occur on an as-needed basis.

The County will supply the employee with appropriate office supplies (pens, paper, etc.) for successful completion of job responsibilities. The County will not be responsible for internet access costs, electric bills, and cell or phone bills, or any other incidental costs. The County of Mercer will not purchase new equipment for telecommuting, but instead will seek to loan existing equipment. Employees are responsible for the equipment, normal wear and tear excepted.

The employee agrees to be accessible by phone, e-mail, voice mail, pager, or modem within a reasonable time period during the agreed-upon work schedule. Telecommuters may be required to come to the office as needed by the County.
Telecommuting employees who are not exempt from the overtime requirements of FLSA will be required to record all hours worked in a manner designated by the County.

In accordance with state and federal requirements, hours worked in excess of those specified per day and per workweek will require the advance approval of the supervisor. Failure to comply with this requirement can result in the immediate cessation of the telecommuting agreement, and/or disciplinary action.

**THE ABILITY TO TELECOMMUTE MAY BE WITHDRAWN BY THE COUNTY AT ANY TIME.**

**WORKERS' COMPENSATION**

Workers' compensation does not apply to injuries to any third parties or members of the employee's family on the employee's premises. In the event of a job-related injury, you should report the incident to Human Resources immediately.

**ADMINISTRATION OF THIS POLICY**

Human Resources is responsible for the administration of this policy. If you have questions regarding this policy or if you have questions about telecommuting that are not addressed in this policy, please contact the Human Resources office.

**WRITTEN AGREEMENT**

Before entering into any telecommuting agreement, the employee and manager, with the assistance of the Personnel department, will evaluate the suitability of such an arrangement paying particular attention to the following areas:

- **Employee Suitability:** The Department Director will assess the needs and work habits of the employee, compared to traits customarily recognized as appropriate for successful telecommuters.
- **Job Responsibilities:** The employee and supervisor will discuss the job responsibilities and determine if the job is appropriate for a telecommuting arrangement.
- **Equipment needs, work space design considerations, and scheduling issues.**
- **Tax and other legal implications:** The employee should consider that there may be significant tax and legal implications for the business use of the employee's home-based office (e.g.: IRS and state and local government restrictions). Responsibility for fulfilling all obligations in this area rests solely with the employee.

If the employee and supervisor agree, and the HR Department concurs, a draft telecommuting agreement will be prepared and signed by all parties, and a short term telecommuting arrangement will commence.

Evaluation of telecommuter performance during this period will include daily interaction by phone, voice mail, or e-mail between the employee and the manager, and usually weekly face-to-face meetings (if possible) to discuss work progress and problems. At the conclusion of a two week 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, with an emphasis on work output, quality, and timely completion of objectives.
An appropriate level of communication between the telecommuter and supervisor will be agreed to as part of the discussion process.

After conclusion of the two week 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 seems appropriate for the job and the individuals involved. Even though employees may be telecommuting, there may be times when they absolutely must be in the office, such as for meetings, announcements, training, and the like. During such times, telecommuters, if physically capable, can be required to come to the office.

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 business demands. Prospective telecommuters are encouraged to discuss expectations of telecommuting with family members prior to entering into the agreement.

The availability of telecommuting as a flexible work arrangement for employees of the County can be discontinued at any time at the discretion of the County. An effort will be made to provide 30 days’ notice of such a change to accommodate commuting, child care, and other problems that may arise from such a change. There may be instances, however, where no notice is possible.
TELECOMMUTING AGREEMENT

I, __________________ have read the attached telecommuting policy and understand that I am expected to comply with it.

I understand I am expected to accomplish the tasks outlined in the attached statement in accordance with the detailed schedule.

I understand I am responsible for maintaining the security and safety of all equipment entrusted to me. I have received all of the equipment detailed on the attachment. I understand that if I do not return this equipment in good working order, except for reasonable wear and tear, I will be responsible for paying to the County of Mercer the current value of the equipment.

I understand that neither this agreement nor any other creates any employment contract or any contract for any benefit between the County of Mercer and me. I agree and understand that I may terminate my employment at any time with or without cause and that the County retains the same right.

__________________________  ____________________________
Date                        Employee Name

__________________________  ____________________________
Date                        Department Director

__________________________  ____________________________
Date                        County Administrator

__________________________  ____________________________
Date                        Human Resource Director
ATTACHMENT A

Home Address: ____________________________________________

Tasks to Be Performed

<table>
<thead>
<tr>
<th>Tasks to Be Performed</th>
<th>Due Date for Tasks</th>
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Telecommuting Schedule: ____________________________________________

Telecommuting Equipment

<table>
<thead>
<tr>
<th>Description of Equipment</th>
<th>Serial No.</th>
<th>Current Value</th>
<th>Expected Useful Life Of Equipment</th>
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Personal equipment, software, or data to be used at home:

____________________________________________________________________

Method of accessing information at the County:

____________________________________________________________________

Method of communicating status of tasks:

____________________________________________________________________

Type of log to be maintained regarding status of tasks:

____________________________________________________________________