

Category 300
Number: 347

Subject: **REMOTE WORK POLICY**

1. **PURPOSE:** The County will provide remote work as a viable, alternative work arrangement to employees when it is mutually beneficial to both the County and the employee and when the employee and job characteristics are best suited to such an arrangement. Remote work is best suited to positions that require independent work, little face-to-face interaction, concentration, a measurable work product and output-based monitoring. The goal of remote work is to give flexibility to employee and employer needs in order to improve the delivery of services within the County.
2. **AUTHORITY:** The Saginaw County Board of Commissioners.
3. **APPLICATION:** The rules and regulations herein set forth apply to all employees paid by Saginaw County, pursuant to Policy # 301. These guidelines do not apply to employees who work at home as a temporary or permanent reasonable accommodation approved under the Americans with Disabilities Act. The policy sets the general expectations and requirements for remote work in Saginaw County. Departments may, through departmental policies or procedures, set additional or higher standards as necessary to ensure the successful operation of remote working arrangements within their areas.
4. **RESPONSIBILITY:** Employees and Department Heads will complete applicable sections of the remote work agreement, and the Department Head will approve or deny the agreement. The Administrator's Office will maintain a copy of the completed agreement in the employee's personnel file and will monitor approvals and denials made by Departments for consistency in decision making.
5. **DEFINITIONS:**
 - 5.1 **Remote Work:** A voluntary work arrangement that allows an eligible employee to work outside of their primary work location. Remote work may be:

Ongoing/Formal: Any work arrangement that allows an individual to work outside of their primary work location at an alternate location for a defined timeframe and in accordance with a set schedule on a regular basis in accordance with an approved remote work agreement.

Periodic/Informal: Any work arrangement that allows an eligible employee to work outside of their primary work location at an alternate work location on a non-regularly occurring basis. Such an assignment typically involves a short-term, critical work task or project that may be performed more efficiently or effectively away from the primary work location. Periodic remote work may also be

considered for such reasons as bad weather, an employee's mild illness, overlong commutes, or emergencies. An approved remote work agreement is not needed for such an arrangement.

- 5.2 Remote Work Location: A worksite other than the employee's primary work location with the County.
- 5.3 Primary Work Location: An established location of County business that an employee would normally work from to complete his/her job tasks.
- 5.4 Remote Work Agreement: A formalized document which outlines the details of an ongoing/formal remote work arrangement. Additional information on the use of Remote Work Agreements can be found in Section 7.

6. POLICY:

- 6.1 Saginaw County supports remote work and is committed to providing innovative working solutions to retain and recruit a diverse and talented workforce. This policy is intended to allow each Saginaw County Department the option to implement arrangements where employees may work remotely some of the time along with being on-site a portion of the week as well. Such arrangements have the potential to improve productivity, employee engagement, attraction and retention; reduce absenteeism; and enable employees to more effectively balance personal and professional obligations.

It is also recognized, however, that in-person interaction is needed for work that requires high levels of coordination, to effectively integrate new members into a team, to maintain social connections necessary for teamwork and to preserve strong workplace cultures. Many of these benefits can best be achieved when all members of a team are working onsite at the same time.

Remote work arrangements must strike a balance between providing flexibility for employees seeking to balance their work and personal lives and still achieving the level of productivity required for their position.

Approval of remote work arrangements will be made on a case-by-case basis. Remote working is not an entitlement nor is it a County-wide benefit, it is a privilege. It is not suitable for all positions. If an employee changes positions, or their position's essential duties change, the current arrangement whether formal or informal will end. In addition, departments that coordinate with other departments to provide services to the public must work together to ensure that remote work does not inadvertently create unworkable challenges for each other.

An employee who has completed six months of service in the position covered by the remote work arrangement is eligible to submit a remote work application. An employee's work performance and any disciplinary actions will be considered in assessing eligibility and maintaining a remote work arrangement.

The following criteria should be considered in determining whether an employee/position is suitable for a remote work arrangement:

6.1.1 The position:

- Has tasks which are portable, can be performed away from the main worksite and benefit from uninterrupted work. Such tasks include, but are not limited to: writing, editing, reading, analysis, design work, computer programming, word processing, and data entry.
- Requires minimal amounts of support and non-computerized reference materials from the primary worksite. It does not require access to computer databases or highly secured or protected information for which access is not permitted or possible from the remote location according to department or legal confidentiality requirements.
- Does not require the employee's immediate presence at the primary worksite to address unscheduled events, unless alternate arrangements for coverage are available. The position is also not essential to the management of on-site workflow.
- Has well-defined job objectives and output, can be monitored with quantifiable tasks or by deadlines and quality standards pre-established before the remote work assignment begins and/or through the setting of progress reports to ensure it is being completed in a satisfactory fashion.

6.1.2 The Employee:

- Does not require close supervision or face-to-face contact with fellow employees and in office public contact is minimal or can be scheduled.
- Possesses a high level of skill and knowledge of the work to be performed remotely and has demonstrated conscientiousness about work time and productivity.

- Has demonstrated they can work productively on their own, are self-motivated and flexible, dependable and trustworthy, are knowledgeable about their jobs, department procedures and guidelines, are organized, are good communicators and are generally good at trouble shooting computer issues.

6.2 Other general provisions associated with remote working include:

6.2.1. Access Issues. If an employee on a remote work status must access County systems to accomplish assigned work and cannot reasonably do so within one hour due to an internet outage, significant degradation of services or connectivity disruption at their location that prevents work, the employee's supervisor may direct the employee to report to the traditional worksite to accomplish the assigned work or use banked leave time to cover their absence.

6.2.2 Communication. While remote working, an employee shall be reachable by phone, e-mail, video conference or chat during agreed upon work hours by his/her supervisor, co-workers, other County employees and others outside County employment with which job-related communication is necessary. As part of the Remote Work Agreement, the Department Head and employee shall agree on expected turnaround time and the method(s) of communication.

6.2.3 Conditions of Employment. The remote working employee's conditions of employment shall remain the same as those for non-remote working employees. Wages, benefits, PTO accrual etc. remain unchanged.

6.2.4 Equipment. The Department will determine the appropriate equipment needs for each remote working employee on a case-by-case basis. The Personnel and Information Technology (IT) Departments will serve as a resource in this matter. The remote work location's furniture and equipment (telephones etc.) shall generally be provided by the remote worker.

6.2.4.1 If computer equipment or software is provided by the County for use at the remote work location, use of the computer or software is limited to the employee only for County purposes. Software cannot be duplicated.

6.2.5 Equipment Liability. Any equipment supplied by the employee, if deemed appropriate by the County, will be maintained by the employee. The County accepts no responsibility for damage or repairs to employee-owned equipment.

The County will repair and maintain, at the primary worksite, any computer equipment provided to the employee for use at the remote work location. The employee will be responsible for any damage to the computer resulting from gross negligence by the employee or any other individual present at the remote work location or from not following any safety measures required by the IT Department.

The County may pursue recovery from the remote worker for County property that is deliberately or through negligence damaged, destroyed or lost while in the remote worker's care custody or control.

6.2.6 General Liability. The County is not responsible for any damage done to the remote work location resulting from remote work. Employee should check their insurance for incidental office coverage to ensure their homeowners policies do not exclude claims arising from the use of their home for remote work. Any additional cost incurred for the proper insurance coverage will be at the expense of the employee.

6.2.7. Dependent Care. The County recognizes that remote work can provide valuable flexibility to employees with caregiving responsibilities by eliminating time required to commute and expanding employee's choices as to dependent care. However, remote work is not a substitute for routine dependent care. Employees should not engage in dependent care activities while performing official duties. While an occasional, brief interruption may occur when a dependent is present in the house, employees working remotely must be careful to keep interruptions to a minimum. To this end, the primary care needs of those requiring care are expected to be handled by a person other than the employee during work hours.

In the event the level of care needed for a dependent prevents or significantly disrupts work, remote workers should notify their supervisors as soon as possible about the situation. Remote workers should then request approval for appropriate leave while performing dependent care responsibilities.

6.2.8 Remote Work Site. Remote working employees must establish and maintain a dedicated worksite that is quiet, clean and safe. No business-related meetings may be conducted on site. Employees must adhere to local municipal zoning and IRS regulations and the County is not responsible for any zoning or IRS violations.

6.2.8.1 Saginaw County is not responsible, or liable, for any Americans with Disabilities Act reasonable accommodations that need to be made for the remote worker to work away from their primary work location. If there is a reasonable accommodation that needs to be made, Saginaw County will review the request for accommodation, and if granted, it will be fulfilled at the primary worksite. Any reasonable accommodations that are to be made in the home to perform tasks associated with their jobs are to be made by the employee.

6.2.9. Hours of Work. In a formal agreement, the remote worker will have regularly scheduled work hours agreed to with the Department Head and detailed within the remote work agreement. The agreement will generally specify the number of days of remote work each week, the work schedule the employee will customarily maintain, and the manner and frequency of communication. In an informal arrangement, discussion will occur with the Department Head as to the general days/hours that the individual will be working from home. Department Heads will approve the schedule.

The amount of time the remote working employee is expected to work shall remain the same as for the primary work location. The agreed upon work schedule shall comply with FLSA regulations. Remote working employees are to be given the same breaks as they would regularly receive at their primary work location. For non-exempt employees, any work in excess of the normal work schedule and/or overtime work must be approved by a supervisor. Failure to comply with the above requirement can result in the immediate cancelation of the remote work agreement.

6.2.10 Incidental Costs. All incidental costs such as utilities, operating, home maintenance, property liability insurance, etc. is the responsibly of the remote worker.

6.2.11 Inclement Weather or Other Emergency. If the primary work site is closed due to an emergency or inclement weather, the Department Head will contact the remote working employee and provide instruction about the continuation of work at the remote work location. If there is an emergency at the remote worksite, such as a power outage, the remote working employee shall contact the Department Head as soon as possible. The remote worker may be assigned to the primary worksite or an alternate worksite or may be required to take PTO.

6.2.12 Inspections. In cases of injury, theft, loss or tort liability related to remote working, the remote worker must allow agents of the County to investigate/inspect the remote work location.

6.2.13 Injuries. The remote working employee may be covered by workers' compensation for job related injuries that occur at the remote work location during the defined work period, as allowed under Michigan law. In the case of injury occurring during the defined work period, the employee shall immediately report the injury to the supervisor. Workers' compensation will not apply to non-job-related injuries that might occur in the home. The County does not assume responsibility for injury to any persons other than the remote worker at the remote work site and does not accept liability for employee injuries occurring in the employee's home workspace outside the agreed upon remote work hours.

- 6.2.14 Leave. Remote working employees must follow established protocol related to the approval of leave time. On a case-by-case basis Department Heads can give prior approval to change an employee's remote workday or hours of work to accommodate personal needs.
- 6.2.15 Network Access. The County is committed to supporting remote working employees by increasing access to remote locations. However, network access is not guaranteed. Where provided, employees must ensure computers maintain all levels of safety and security required by the IT Department for remote access and they must comply with all requirements of the Remote Access Policy (County Policy #153) and any other applicable County IT Policies.
- 6.2.16 Office Supplies. The County shall provide all necessary office supplies. Reimbursement for supplies normally available in the office will not be provided.
- 6.2.17 Onsite Work. With most remote work arrangements, employees are expected to be scheduled to work on-site as well. To the extent feasible, departments should schedule meetings when all employees are working on-site and try to reserve remote workdays for work tasks that employees can complete independently.

With at least 24 hours' notice by the Department Head, remote working employees will be required to attend job-related meetings, training sessions and conferences. In addition, the remote worker may be required, on occasion, to attend short-notice meetings with less than 24 hours of notice. In such cases, the Department Head will provide sufficient notice to allow employees a reasonable amount of time to travel to the primary work location or other site to participate in the meeting. If an employee is at a remote worksite and is requested to report to their typical workstation partway through their workday, they will not receive mileage but will be paid for travel time to the office. Hourly employees who are asked to come on-site for a meeting, work assignment etc. are not eligible for call-in/call back pay.

- 6.2.18 Professionalism. Employees working remotely are representatives of Saginaw County, and as such should maintain standards of professionalism like those that would apply for on-site work. This includes manner of dress and personal hygiene/grooming, attentiveness to others when they are talking or presenting, minimizing distractions caused by others, and use of appropriate background and lighting while videoconferencing.
- 6.2.19 Work Performance. The employee's duties, obligations and responsibilities remain unchanged under a remote work agreement. The employee must maintain the same or an improved level of productivity and work quality while remote working. If productivity and/or work quality begin to decline, the remote work agreement will be re-evaluated to determine if changes can be made or if the agreement will be terminated.

6.2.20 Policies. County policies, rules and practices shall apply at the remote worksite. Failure to follow policy, rules and procedures may result in termination of the remote work agreement and/or disciplinary action.

6.2.21 Security and Confidentiality. Security and confidentiality shall be maintained by the remote worker at the same level as expected at all worksites. Restricted access or confidential materials shall not be taken out of the primary worksite or accessed through a computer without prior approval by the Department Head. The remote worker is responsible to ensure that non-employees do not access County records or files.

Employees must be in a secure location when viewing or discussing confidential information related to their job. Viewing or discussing County information while not at a secure location could put the County at risk and can be subject to discipline.

6.2.22 Taxes. Remote workers are encouraged to consult with a tax expert to examine the implications of a home office. It is the responsibility of the employee to cover all federal, state, and local tax obligations that result from remote working.

6.2.23 Phone/Internet Expenses. Any increased costs for employees' internet, phone usage or facsimile transmissions will be covered by the employee. The County will not cover any installation or service fees. The County may choose to provide a wireless device for internet services.

6.2.24 Travel. The remote worker will not be paid for time or mileage involved in travel between the remote worksite and the primary worksite. If the remote worker must travel between the remote worksite and another location, mileage will be paid utilizing the remote work location as the worksite and in accordance with County Policy. Remote working while driving is strictly prohibited.

6.2.25 Termination of Agreement. Ongoing/formal remote work agreements can be terminated at any time without cause at the request of the employee or the County. When practical, a two-week notice should be provided. The maximum term of a formal/ongoing Remote Work Agreement is 12 months, subject to extension. Extension of the terms requires re-authorization by completing a new Remote Work Agreement. The County is not obligated to extend an existing Remote Work Agreement.

6.2.26 Trial Period. All ongoing/formal remote working agreements will be subject to a trial period for the first three months if the remote work arrangement is schedule to last one year or one fourth of the proposed length of the requested remote work arrangement if less than one year. The purpose of the trial period is to allow for any adjustments that may be necessary to the terms of the agreement. At the

conclusion of the trial period, the employee and Department Head will meet to complete a review of the arrangement and make recommendations for continuation or modification.

7. ADMINISTRATIVE PROCEDURES: Eligible employees who desire to work at a location other than their primary work location on an ongoing or formal basis shall complete a Remote Work Agreement and submit it to their Department Head. The Department Head will approve or deny the request and forward a copy of the Agreement to Personnel for inclusion in the employee's personnel file. Requests should generally be processed by the Department within 30 days. Both approved and denied Remote Work requests will be retained in the employee's personnel file. The denial or cancellation of a Remote Work Agreement action is not considered to be disciplinary action nor is it subject to the grievance procedure.

Periodic/Informal requests to work from home will be approved by the Department Head. Such requests should be tracked by the Department Head, and if the requests become more frequent or on-going in nature, a formal agreement shall be developed.

- 7.1 Emergency Authorization Procedures. The County Administrator may in certain emergencies such as a natural disaster, employee illness, disease outbreak etc. waive the trial period and other provisions of the policy and authorize employees to work remotely on an ongoing/formal basis.

8. CONTROLLER/CAO LEGAL COUNSEL REVIEW: The County Administrator has determined that this Policy, as submitted to the Board of Commissioners, contains the necessary substance in order to carry out the purpose of the policy. County Civil Counsel has determined that this Policy, as submitted, contains content that appears to be legal activities of the Saginaw County Board of Commissioners.

Approved as to Substance:

Approved as to Legal Content:

Saginaw County Administrator

Saginaw County Civil Counsel