

# Agenda Summary Report (ASR)

## Franklin County Board of Commissioners

<b>DATE SUBMITTED:</b> 10/29/2021	<b>PREPARED BY:</b> Carlee Nave
<b>Meeting Date Requested:</b> 11/9/2021	<b>PRESENTED BY:</b> Carlee Nave
<b>ITEM:</b> (Select One) <input type="checkbox"/> Consent Agenda <input checked="" type="checkbox"/> Brought Before the Board <span style="padding-left: 400px;">Time needed: 5 minutes</span>	
<b>SUBJECT:</b> Telecommuting Policy	
<b>FISCAL IMPACT:</b> Unknown	
<b>BACKGROUND:</b> Franklin County has had some employees across several departments working remotely on a regular basis for a number of years without a formal policy in place. This has resulted in inconsistencies of record-keeping, including accounting for hours worked, and challenges for Information Services in managing remote access. The COVID-19 pandemic has emphasized the need for clear policy guidance for emergency response and beyond when it comes to remote work. It is important that the County is consistent in applying standards for remote work in order to maintain equitable working conditions and clear records for the expenditure of public funds.	
<b>RECOMMENDATION:</b> HR and County Administration recommend adoption of the policy as presented	
<b>COORDINATION:</b> The policy was drafted utilizing various resources, including model policies from MRSC (Municipal Research and Service Center) and other counties across the state. Once reviewed by the County Administrator, the draft policy was sent out to Information Services Director, L Cupples for input on that department's requirements under the policy. Following her input, the draft was sent out to all elected officials and department heads for input. In the 15 day review policy, three responses were received. C McGary, Coroner, and L Cupples, IS Director, both responded that the policy looks good. M Killian, County Clerk, also indicated the policy looks good and had a question regarding applicability to bi-County employees. The policy draft was sent to the union representative for potentially affected employees for review as well and they indicated no immediate concerns. Legal review was completed by J Johnson, Chief Deputy Prosecuting Attorney/Risk Manager.	
<b>ATTACHMENTS:</b> (Documents you are submitting to the Board)	
<ol style="list-style-type: none"> <li>1. Resolution</li> <li>2. Franklin County Telecommuting Policy</li> <li>3. SAMPLE Telecommuting Agreement</li> <li>4. SAMPLE VPN Remote Access Agreement</li> <li>5. SAMPLE Telecommuting Position Eligibility Survey</li> </ol>	
<b>HANDLING / ROUTING:</b> (Once document is fully executed it will be imported into Document Manager. Please list <u>name(s)</u> of parties that will need a pdf)	
n/a – HR will distribute	

*I certify the above information is accurate and complete.*

Carlee Nave, HR Director

**FRANKLIN COUNTY RESOLUTION \_\_\_\_\_**

**BEFORE THE BOARD OF COMMISSIONERS  
FRANKLIN COUNTY, WASHINGTON**

*ADOPTING FRANKLIN COUNTY TELECOMMUTING POLICY*

**WHEREAS**, the evolving landscape of work and emergency response present a need for some employees to work remotely; and

**WHEREAS**, a policy has been developed to ensure controls and structure are in place to govern remote work; and

**WHEREAS**, the Board of Franklin County Commissioners constitutes the legislative authority of Franklin County and deems this to be in the best interest of the County.

**NOW, THEREFORE, BE IT RESOLVED** the Franklin County Board of Commissioners does hereby adopt the attached Franklin County Telecommuting Policy.

**APPROVED** this \_\_\_\_ day of \_\_\_\_\_, 2021.

**BOARD OF COUNTY COMMISSIONERS  
FRANKLIN COUNTY, WASHINGTON**

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Chair Pro Tem

\_\_\_\_\_  
Member

***ATTEST:***

\_\_\_\_\_  
Clerk to the Board



# FRANKLIN COUNTY TELECOMMUTING POLICY

## **I. PURPOSE**

The purpose of this policy is to establish uniform standards for implementation, selection, supervision, and evaluation of employees who are authorized to telecommute.

## **II. APPLICATION**

Telecommuting is an alternative work arrangement available to qualifying employees in eligible positions, through a mutual agreement between an employee and their Elected Official/Department Head (EO/DH). An employee may work one or more days from home or another alternative worksite instead of commuting to a centrally located worksite. Telecommuting is intended to enhance employee job performance without impairing productivity or service to the public.

## **III. AUTHORITY**

1. EO/DH may implement telecommuting arrangements when it is necessary to accomplish County business.
  - a. Telecommuting is not an employee benefit, but rather a management right that provides an alternative means to fulfill work requirements.
2. Telecommuting is not appropriate for all positions and no employee is entitled to, or guaranteed the opportunity to telecommute.
  - a. HR shall maintain a listing of positions eligible for telecommuting, based on the assessment of the EO/DH, for supporting the Americans with Disabilities Act (ADA) interactive process.
3. The Information Services (IS) Director shall be consulted to identify what technology services can be provided prior to the execution of a Telecommuting Agreement.

## **IV. TELECOMMUTING AGREEMENTS**

1. No telecommuting arrangement shall commence until a Telecommuting Agreement has been executed between the EO/DH and the employee.
  - a. Employees currently engaged in telework must comply with this policy as required in section XII – Existing Telecommuting Arrangements.
2. Telecommuting Agreements require mutual consent by both the County and the employee, and can be terminated at any time with two weeks' notice, if possible.
  - a. An employee wishing to request a telecommuting arrangement shall submit a written request to their EO/DH for consideration.
3. Except in the case of an urgent need, as described in Section VI – Temporary Work Site Change, telecommuting shall be scheduled in full day increments, based on established work schedule.

4. Agreements shall be set up so that they expire on a routine basis (maximum of 12 months) to allow for the regular review of arrangements by both the County and the employee.
  - a. Upon expiration, a new Agreement must be executed in order for the telecommuting arrangement to continue.
5. Any changes to a Telecommuting Agreement must be made in writing and filed in the employee's official personnel file in Human Resources.
6. If at any time the Telecommuting Agreement lapses and is not renewed, any and all remote access will be terminated.
7. Telecommuting Agreements are not required for occasional or emergency only use for FLSA-exempt employees. It is understood that the nature of the job duties of FLSA-exempt employees may require remote work on occasional or emergent situations.
  - a. A Telecommuting Agreement will be required for FLSA-exempt employees if the occasional or emergent situation requires more than 14 consecutive days of remote work unless an emergency has been declared by the County.

**V. ASSOCIATED COSTS**

1. Departments will incur any expenses associated with telecommuting arrangements.

**VI. TEMPORARY WORK SITE CHANGE DUE TO OPERATIONAL NEED**

1. An employee may, at the discretion of their immediate supervisor, be called to work at their centrally located worksite, on a day they are scheduled for telecommuting, during their regular work hours to meet workload requirements.
  - a. If an employee is notified prior to the end of the previous workday that they need to report to their centrally located worksite, travel time between their telecommuting worksite and the centrally located worksite will not be considered hours worked.
  - b. If an employee is called in without notice to their centrally located worksite on a day they are scheduled to telecommute, the travel time between their telecommuting worksite and the centrally located worksite will be considered hours worked.

**VII. WORK RULES WHILE TELECOMMUTING**

1. The duties, obligations, and responsibilities of a telecommuting employee are the same as employees working at a centrally located worksite.
2. A set procedure and schedule for regular communication between a telecommuting employee, staff, and customers must be identified in a Telecommuting Agreement:
  - a. Fair Labor Standards Act (FLSA)-Exempt employees must indicate the hours they will be available to be reached by staff and customers.
  - b. Non-exempt employees must indicate the hours the employee will be on work status as well as be available to be reached by staff and customers.

3. Work schedule variations are subject to EO/DH approval just as if the employee were working at a centrally located worksite.
  - a. Non-exempt employees must have any work beyond their regular work schedule (overtime) authorized in advance by their supervisor.
4. Telecommuting employees shall handle absences/leave requests in accordance with their department's policy.
5. Employees must make arrangements for proper dependent care during telecommuting work hours so as not to distract or interfere with scheduled work.
6. Unauthorized non-County work during scheduled telecommuting hours is prohibited.

### **VIII. MAINTAINING A SAFE WORK SPACE**

1. Telecommuting employees will be covered by workers' compensation for all job-related injuries occurring at their designated worksite as scheduled.
2. The employee is responsible for maintaining a safe and ergonomic work environment, including the work area, restroom, and other areas that may be necessary for work during the telecommuting arrangement.
3. Workers' compensation will not apply to non-job-related injuries that occur at the designated work site and the employer will not be responsible for injuries to third parties on the employee's telecommuting worksite premises.
  - a. In the event of a job-related incident, accident, or injury during telecommuting hours, the employee shall report the incident to their supervisor as soon as possible and follow established procedures for reporting.
    - i. The employee must allow home office inspections conducted by the County or Labor & Industries if a job-related incident, accident, or injury has occurred.
4. Telecommuting employees shall not hold in-person business meetings at their residence.

### **IX. TELECOMMUTING ELIGIBILITY**

1. An employee's work must be of the nature that face-to-face interaction with internal or external customers or project workgroups is minimal and the employee's tasks can be performed successfully away from the County worksite.
  - a. Employee must be able to continue to perform *all* of the essential functions of their position.
  - b. Employee's position must be identified as eligible for telecommuting and documented in accordance with Section IV – Authority.

2. The need for specialized material or equipment in order to telecommute should be minimal. Employees interested in telecommuting from home must already have a safe and ergonomic home office environment.
3. The employee must be currently performing at an overall satisfactory level or above in their position.
4. The employee shall participate in any county-sponsored telecommuting and/or technology training as requested by the employee's supervisor. The employee shall also participate in any county evaluation of telecommuting.
5. For non-exempt employees, their time card shall document exact times worked (i.e. 8:30am – 12:00pm and 1:00pm – 5:00pm) in addition to an hours total for the day.
  - a. Any non-exempt employees who telecommute will be placed on a “flex” schedule in the payroll system.

**X. HARDWARE, SOFTWARE, SUPPLIES, and TELEPHONE**

1. Employees who telecommute are subject to the same internal County policies regarding the use of County provided equipment and services as that of employees at the centrally located worksite.
2. Although the need for specialized material or equipment in order to telecommute should be minimal, the County may provide equipment (hardware and software) and services (such as technical support) if it is approved in advance by the IS Director, as requested by the EO/DH.
3. General office supplies (such as paper and pens) will be provided by the County and should be obtained by the employee at the centrally located worksite. Out-of-pocket expenses for supplies normally available at the centrally located worksite will not be reimbursed.
4. Employees who telecommute shall not allow anyone, except authorized County employees, to use County equipment and services.
5. **HARDWARE:** New or existing computer equipment may be provided on an as needed basis to employees by the County if approved in advance by the IS Director, as requested by the EO/DH. This equipment may consist of personal computers, remote access tokens, and related supplies. All supplies must be returned to the County as soon as the telecommuting arrangement is no longer valid, if the equipment will no longer be needed by the employee to do their work, or if the employee separates from County employment. The County will provide routine maintenance and repairs to County-owned equipment when the equipment is returned to the employee's centrally located worksite.
6. Office furniture will not be provided to employees who telecommute.
7. **SOFTWARE:** Employees must conform to the County's software standards. Departments will consult with IS to ensure that the software needed conforms to the County's software policies. Only County approved software will be installed on County equipment.

8. Remote access to the County's network may be provided to the employee at the discretion of the employee's EO/DH and IS Director. Remote access may also be updated periodically.
  - a. In addition to the Telecommuting Agreement, before remote access is granted, a Franklin County VPN Remote Access Agreement must be executed and on file with Information Services.
9. The County will not purchase or reimburse employees for the cost of an internet service provider or internet use. If the County's remote access system includes internet access or VPN services, the employee may only use the County provided internet access or VPN services in a manner consistent with that of employees at the centrally located worksite.
10. The County may purchase or reimburse employees for software that is installed on County provided equipment if approved in advance by the employee's EO/DH and the IS Director.
11. Management shall retain the right to visit the home office work site during business hours. Such visits shall be made with 24-hour notification from the EO/DH or designee, except in the case of an emergency. Failure to maintain a safe work environment or ensuring that County owned equipment is secure will result in termination of the telecommuting arrangement.
12. The County may reimburse an employee on a case-by-case basis for business related long distance telephone expenses incurred at the employee's home on telecommuting days if approved in advance by the employee's EO/DH. Long distance charges for remote access to the County's network are permissible if approved in advance by the employee's EO/DH or designee. Reimbursement will require an itemized copy of the employee's telephone bill and processed in accordance with accounts payable audit requirements.
13. Telecommuters will check their voice mail messages or contact the office on a regular basis throughout the day and will return phone calls promptly.
14. Phones at the alternate work site will be answered in a business-like manner during business hours. Answering machines, if used, will convey an office image during telecommuting hours.
15. The County will not reimburse the employee for local telephone calls or service.

**XI. CONFIDENTIAL INFORMATION and RECORDS MANAGEMENT**

1. Telecommuting employees will maintain the confidentiality of County information and documents, prevent unauthorized access to any County system or information, and dispose of work related documents in a manner that will not jeopardize the interests of the County.
2. Employees shall protect confidential information and documents subject to public disclosure in the same manner as they would at their centrally located worksite.
3. Departments are responsible for maintaining leave and time card records for each employee, in accordance with applicable retention schedules.

4. HR is responsible for maintaining records related to position eligibility for telecommuting, and retention of Telecommuting Agreements in employee personnel files.

**XII. EXISTING TELECOMMUTING ARRANGEMENTS**

1. Employees currently in telework arrangements, must comply with all requirements of this policy, including the execution of a Telecommuting Agreement, within 90 days of the adoption of this policy.





# Franklin County Telecommuting Agreement

Effective Date:		End Date (max 12 months):
<b>BASIC INFORMATION</b>		
Employee Name (Participant)		Supervisor Name
Job Title		Department
Centrally Located Worksite / Address		Telecommuting Worksite / Address
Centrally Located Worksite Email / Phone		Telecommuting Worksite Phone or Alternative Contacts
<b>TELECOMMUTING SCHEDULE</b>		
Days <input type="checkbox"/> Monday <input type="checkbox"/> Tuesday <input type="checkbox"/> Wednesday <input type="checkbox"/> Thursday <input type="checkbox"/> Friday <input type="checkbox"/> Saturday <input type="checkbox"/> Sunday <input type="checkbox"/> Irregular	Schedule	Frequency <input type="checkbox"/> One day per week <input type="checkbox"/> Two days per week <input checked="" type="checkbox"/> Three days per week <input checked="" type="checkbox"/> Four days per week <input type="checkbox"/> Five days per week <input type="checkbox"/> Intermittent <input type="checkbox"/> Other:
	Break Times	
If participant will not be working a predictable weekly schedule, describe under what circumstances the employee will telecommute. (e.g. Only when xyz reports are needed, as required for specific projects, on a temporary/limited basis)		
<b>DUTIES AND EXPECTATIONS</b> (attach additional documents as necessary – job description for assigned position must be attached)		
Work Assignments		

# Franklin County Telecommuting Agreement

Performance Expectations	
Communication Expectations	
Additional Information	
<b>PARTICIPANT/SUPERVISOR CONFIRMATION</b>	
<p>Signature is agreement that:</p> <ul style="list-style-type: none"> <li>Both the participant and supervisor have read, understand, and will comply with the Franklin County Telecommuting Policy;</li> <li>The participant has read, understands, and will comply with this Agreement including all expectations related to the participant's position;</li> <li>The supervisor will hold the employee accountable to policies, this Agreement, and all expectations related to the participant's position;</li> <li>The participant acknowledges that the essential functions of the position, as described in the attached job description, are required to be performed while telecommuting;</li> <li>The participant, supervisor, or Elected Official/Department Head may terminate this Agreement at any time.</li> </ul>	
Participant Signature	Date Signed
Supervisor Signature	Date Signed
<b>ELECTED OFFICIAL/DEPARTMENT HEAD APPROVAL</b>	
<input type="checkbox"/> Approved <input type="checkbox"/> Denied	Comments:
Elected Official/Department Head Signature	Date Signed

# FRANKLIN COUNTY REMOTE ACCESS AGREEMENT

## EMPLOYEE INFORMATION:

Name: \_\_\_\_\_

Department/Office: \_\_\_\_\_

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This VPN Remote Access Agreement is entered into by and between ("User"), and Franklin County, ("the County") and is effective as of the date specified above. This agreement outlines the terms and conditions under which the County will provide VPN Remote Access to User.

The VPN Service provides a secure means for User to access User data and/or networks via the public Internet. Data passing between the County and User is encrypted while transported over the Internet.

## 1. Definitions

"Confidential Information" means information that may be used to distinguish, identify, or locate individual recipients of County's Services. Confidential Information may include, but is not limited to, addresses, Social Security numbers, email addresses, telephone numbers, financial profiles, credit card information, passwords, personal identification numbers, or lists of contacts.

"SecurID Token" shall mean a unique digital security appliance issued by Franklin County, which is used to authenticate user to a specific application or computer.

"VPN Service" shall mean the Virtual Private Network Service, administered and managed by Franklin County Information Services. This VPN Service is a secured, remote access service provided to User.

## 2. Term

This Agreement shall stay in effect until the User's access to the VPN Service is terminated. Should the User come in contact with confidential information, the term of this Agreement shall extend until two (2) years after the VPN Service is terminated.

## 3. User Requirements

User will comply with County Information Technology Policies and Standards to access the VPN Service. VPN Service will be provided pursuant to the terms and subject to the conditions contained in this Agreement.

User may, in its sole discretion, elect to discontinue the VPN Service at any time.

### a. Virus Protection Software.

User is responsible for ensuring a comprehensive virus protection software, including upgrades and patches consistent with industry standards, is implemented and maintained on the User's remote workstation.

### b. Personal Firewalls.

User is responsible for ensuring a comprehensive software firewall, including upgrades,

patches, and current versions consistent with industry standards, is implemented and maintained on the User's remote workstation.

- c. Security Authentication Appliance  
In order to receive VPN Service, User will be issued a SecurID token. User is responsible for the safety and security of the SecurID token and must notify Information Services immediately in the event the SecurID token is lost or stolen.
- d. Internet Access.  
User is required to maintain an account with an Internet Service Provider (ISP). The ISP connection will enable the User to connect to the VPN Service.

#### 4. Prohibited Uses

User agrees to refrain from the following prohibited uses:

- a. Use of the VPN Service for any unlawful purpose.
- b. Transmission of any content that is obscene pornographic, libelous, invasive of privacy rights, or advocates violence, bigotry, or bias based on race, color, religion, ancestry, national origin, gender orientation, or physical or mental disability.
- c. Accessing any data and/or networks to which user does not have prior authorization to access
- d. Altering, tampering, or otherwise modifying the VPN Service, or the Software or User equipment used to provide the VPN Service.
- e. Providing access to the VPN Service for others not affiliated with the County.
- f. Use of the VPN Service for means other than performing a purpose reasonably related to User's employment responsibilities.
- g. Modify, publish, transmit, transfer or sell, reproduce, create derivative works from, distribute, perform, link, display or in any way exploit any content from any User database
- h. Use or attempted use of the VPN Service after termination of this Agreement
- i. Upload, post, email, otherwise transmit, or post links to any material that contains software viruses, worms, Trojan horses, time bombs, trap doors or any other computer code, files or programs or repetitive requests for information designed to interrupt, destroy or limit the functionality of any User computer software or hardware, telecommunications equipment, or User data or to diminish the quality of, interfere with the performance of, or impair the functionality of the VPN Service.
- j. Use of the VPN Service to connect a LAN or other network to User's network.

#### 5. Treatment of Confidential and Proprietary information.

- a. User acknowledges that some of the material and information which may come into it's possession or knowledge in connection with User's use of the VPN Service, may be Confidential.
- b. User agrees to hold all such Confidential Information in strictest confidence and not to make any use of such Confidential Information for any purpose other than a User-related business purpose. User also agrees to release it only to authorized employees or subcontractors requiring such Confidential Information for the purposes of carrying out the User-related business purpose, and not to release or disclose it to any other party.
- c. User agrees to release such Confidential Information or material only to employees or subcontractors who have signed a written non-disclosure agreement, expressly prohibiting disclosure.
- d. User agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to Confidential Information.
- e. This Section does not impose any obligation on the User, if the Confidential Information or

Proprietary Information is publicly known at the time of disclosure and/or already known to the receiving party at the time;

- f. Except for its own internal use in carrying out a legitimate User-related business purpose, User agrees not to collect, store, sell or distribute any Confidential Information collected or derived from its use of the VPN Service
- g. Violation of this section by User may result in immediate termination of this Agreement.

6. Blocking of VPN Service

User acknowledges that the VPN/Remote access is expressly authorized by their department head/Elected Official and said access can be terminated, in whole or in part, at any time, for any reason.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed.

\_\_\_\_\_  
Department/Office Approval:

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
IS Signature

\_\_\_\_\_  
Cell Phone #:

\_\_\_\_\_  
Printed Name:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## Non-Emergency Telecommuting Survey by Position

PCN	Position Title	Is any Telecommuting allowed for this position based on the job duties? (If NO, stop at this column)	% of time eligible for Telecommuting	Are additional tech resources required for ongoing Telecommuting, beyond what is available today?	Is this position currently Telecommuting or have they Telecommuted in the past?	Additional Comments
1685HRDRCT	HR DIRECTOR	Yes	varies	No	Yes	FLSA - Exempt
1685HRGNST	HR GENERALIST	Yes	varies	No	Yes	FLSA - Exempt
1685HRSPEC	HR SPECIALIST	No	0	n/a	No	
2150ACTSPC	ACT SPECIALIST					
2150APWDIR	ASST PW DIR/ENG					
2150ASOCEG	ASSOC ENGINEER					
2150ENGTG1	ENG TECH I					
2150ENGTG2	ENG TECH II					
2150ENGTG3	ENG TECH III					
2150EQPOP1	EQUIP OP I					
2150EQPOP2	EQUIP OP II					
2150FINSPC	FIN SPECIALIST					
2150FSYANL	FIN SYS ANALYST					
2150LDTECH	LEAD TECHNICIAN					
2150OFFAST	OFFICE ASSIST					
2150PWADAT	ADMIN ASSIST					
2150PWDRCT	PW DIRECTOR					
2150RCLKPT	PT REC CLERK					
2150RDSUPV	ROAD SUPERVISOR					
2150SURVEY	SURVEYOR					
2150TMNT	FLAGGER					
2150TRAFTC	TRAFFIC TECH					
6500LDMECH	LEAD MECH					
6500MECAID	MECHANIC AID					