

MOHAVE COUNTY SUPERIOR COURT POLICY AND PROCEDURE

TITLE: 4.05 TELECOMMUTING POLICY AND PROCEDURE

EFFECTIVE DATE: 03/03/22

REVISED DATE:

A. PURPOSE:

Telecommuting allows employees to work at home or an alternate location for all or part of their workweek. The Superior Court 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 court wide benefit, and it in no way changes the terms and conditions of employment with the Superior Court.

B. COVERAGE:

This policy applies to all employees of the Superior Court, Clerk of the Superior Court and Probation referred to collectively as the Superior Court in this policy.

C. DEFINITIONS:

1. **Alternate Work Location:** approved locations, other than the employee's workplace, where the employee is authorized to telecommute to the workplace.
2. **Division:** a unit of the Superior Court which falls under the purview of the Superior Court Policies and Procedures or Judicial Merit Rules and is under the control of a Division Head.
3. **Division Head:** an elected or appointed official responsible for directing and coordinating the functions of a Division including supervising assigned personnel.
4. **Telecommuting:** a work arrangement where the employee enters into an agreement with the Division Head to perform their job duties at an alternate work location for all or part of their workweek.
5. **Workplace:** the physical work location assignment to which an employee is assigned/appointed.

D. ELIGIBILITY:

1. If an employee requests approval for telecommuting, the Division Head will determine whether the employee is eligible. Generally, the following conditions should be met to approve an employee for telecommuting:
 - a. The employee has been in the position for at least twelve months;
 - b. The employee has no active formal disciplinary actions on file for the current or immediately preceding review period;
 - c. The employee has demonstrated ability to work productively on their own and is self-motivated and flexible; and
 - d. The employee received a rating of 'meets' or greater in the previous evaluation cycle.
2. Before entering into any telecommuting agreement, the employee and Division Head, will evaluate the suitability of such an arrangement, reviewing the following areas:

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- a. **Employee suitability.** The employee and Division Head will assess the needs and work habits of the employee, compared to traits customarily recognized as appropriate for successful telecommuters.
- b. **Job responsibilities.** The employee and Division Head will discuss the job responsibilities and determine if the job is appropriate for a telecommuting arrangement.
- c. **Equipment needs and workspace considerations.** The employee and Division Head will review the equipment and/or physical workspace needs and the appropriate location for the telework.
- d. **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.

If the employee and Division Head agree, a telecommuting agreement will be prepared and signed by all parties.

Evaluation of telecommuter performance will be consistent with that received by employees working at the office in both content and frequency. Performance can be measured by quantitative or qualitative results-oriented standards, or other standards determined by the Division Head.

The Division Head 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.

E. GENERAL EXPECTATIONS AND CONDITIONS:

1. **Compliance with Policies.** Employees must agree to comply with the Superior Court's Judicial Merit Rules, policies, practices and instructions and understand that violation of such may result in the termination of the telecommuting agreement and/or disciplinary action, up to and including dismissal. Employees who telecommute are subject to the same policies as other employees, including policies relating to confidential information, computer security and data protection.
2. **Hours of Work.** The total number of hours that telecommuting employees are expected to work will not change, regardless of work location. The Division Head expects the same level of productivity from telecommuting employees that is expected from employees at the workplace. Telecommuting employees who are not exempt from the overtime requirements of the Fair Labor Standards Act will be required to record all hours worked. Hours worked in excess of those specified in the telecommuting agreement will require the advance written approval of the Division Head.

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

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Division Heads may require employees to report to the workplace as needed for work related meetings or other events or may meet with the employee at the alternate work location as needed to discuss work progress or other work-related issues.

- 3. Liability.** The Superior Court assumes no responsibility for injuries occurring in the employee's alternate work location outside the agreed upon work hours or for injuries that occur during working hours but do not arise out of and in the course of employment. The Superior Court assumes no liability for damages to employee's real or personal property resulting from participation in the remote work program.

Workers' compensation coverage is limited to designated work areas in employee's homes or alternate work locations. Employees agree to practice the same safety habits they would use in the Superior Court and to maintain safe conditions at their alternate work locations. Employees must follow normal procedures for reporting workplace injury or illness.

The Superior Court retains the right to inspect the alternate work location for purposes of assessing safety and security without notice and without the consent of the employee during the employee's scheduled working hours.

- 4. Equipment.** On a case-by-case basis, Superior Court will determine, with information supplied by the employee and the Division Head, the appropriate equipment needs (including hardware, software, phone and other office equipment) for each telecommuting arrangement. The Court Information Technology Division will serve as a resource in this matter.

Equipment supplied by the Superior Court will be maintained by the Superior Court. Equipment supplied by the employee, if deemed appropriate by the Superior Court, will be maintained by the employee. Any employee- owned computer used for telecommuting purposes must be used solely by the court employee and must contain current anti-virus software. The Superior Court accepts no responsibility for damage or repairs to employee-owned equipment.

The Employee must have access to a personal cell phone and agree to install and use two factor authentication software on the cell phone to ensure secure access to the courts network through the use of multi factor authentication.

The Superior Court reserves the right to make determinations as to appropriate equipment, subject to change at any time. Equipment supplied by the Superior Court is to be used for business purposes only. The telecommuter must sign an inventory of all Superior Court property received and agree to take appropriate action to protect the items from damage or theft. Upon termination of employment, all Superior Court property will be returned to the Superior Court, unless other arrangements have been made and memorialized in writing by the Division Head.

- 5. Costs of Telecommuting.** The Superior Court is not responsible for operating costs, home maintenance, or other costs incurred by employees in the use of their homes as an alternate work

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location. The employee is solely responsible for the costs of any internet, phone expenses, mobile data charges for two factor authentication, or any other utilities. The Superior Court will supply the employee with appropriate office supplies (pens, paper, etc.) as deemed necessary.

The employee will establish an appropriate work environment within their home for work purposes. The Superior Court will not be responsible for costs associated with the setup of the employee's home office, such as remodeling, furniture, lighting, nor for repairs or modifications to the home office space or remote work location internet access.

- 6. Security.** Consistent with Superior Court's expectations for confidential information, computer security and data protection for employees working at the office, telecommuting employees will be expected to ensure the protection of confidential and sensitive 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.

F. PROCEDURES:

Either an employee or a Division Head can suggest telecommuting as a possible work arrangement.

Whether an employee may telecommute is a decision made on a case-by-case basis taking into consideration an evaluation of the likelihood of the employee succeeding in a telecommuting arrangement and an evaluation of the Division Head's ability to manage remote workers.

Several factors should be considered in determining the feasibility of telecommuting, including the Division's ability to supervise the employee adequately and whether any duties require use of certain equipment or tools that cannot be replicated at home. Other critical considerations include:

1. There is a need for face-to-face interaction and coordination of work with other employees;
2. In-person interaction with co-workers, outside colleagues or the public is necessary;
3. The position in question requires the employee to have immediate access to documents or other information located only in the workplace;
4. The remote work arrangement will impact service quality or Superior Court operations, or increase workload for other employees;
5. The position can be structured to be performed independently of others with minimal need for support and little face-to-face interaction; and
6. Performance can be measured by quantitative or qualitative results-oriented standards, or other standards determined by the Division Head.
7. The employee can maintain a work environment free of interruptions and has access to reliable high speed internet access of 5 mb or higher.

G. TELECOMMUTING AGREEMENT

A telecommuting agreement establishes the specific conditions that apply to employees telecommuting arrangement at an alternate work location. The telecommuting agreement must be approved by the employee's Division Head.

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The telecommuting agreement will be for a duration established by the Division Head and specified in the telecommuting agreement. The telecommuting agreement may be renewed but renewal is not guaranteed; the remote work arrangement, employee performance and other circumstances will be considered by the Division Head in determining whether to renew the agreement.

H. MODIFICATION OR TERMINATION OF THE TELECOMMUTING AGREEMENT

All telecommuting arrangements are temporary and the Division Head may modify or terminate the telecommuting agreement at any time and for any non-discriminatory reason. The employee may also terminate the telecommuting agreement at any time.

I. AD HOC ARRANGEMENTS

Temporary telecommuting arrangements may be approved by the Division Head for circumstances such as inclement weather, or infectious disease outbreaks. These arrangements are approved on an as-needed basis only, with no expectation of ongoing continuance.

Other informal, short-term arrangements may be made for employees on family or medical leave to the extent practical for the employee and the Division and with the consent of the employee's health care provider, if appropriate.

All informal telecommuting arrangements are made on a case-by-case basis, focusing first on the business needs of the Division.

[Telecommuting Agreement](#)
[Employment Posters](#)