COUNTY OF LOS ANGELES DEPARTMENT OF MENTAL HEALTH TELECOMMUTING STANDARDS AGREEMENT

When a telecommuting assignment is implemented, the following standards/agreement shall apply:

1. Telecommuting is voluntary and may be terminated by the employee or DMH at any time.

2. Employees who telecommute are accountable for maintaining a high level of productivity while telecommuting. All requests for telecommuting must include the method by which management measures each telecommuter's productivity.

3. Managers and supervisors of telecommuting employees are required to monitor employee productivity on no less than a weekly basis, and will terminate the telecommuting agreement if the productivity level is not maintained at a satisfactory level.

4. The duties, obligations, responsibilities, and conditions of a telecommuter's employment with DMH remain unchanged. Employee's salary, retirement, benefits, and County-sponsored insurance coverage shall remain unchanged.

5. Work hours, overtime compensation and vacation schedule will conform to County Code, to MOU provisions and to terms otherwise agreed upon by the employee and the supervisor.

6. The use of DMH equipment, software, data, supplies, and furniture when provided by DMH for the use at the remote work location, is limited to authorized persons and for purposes relating to DMH business.

7. Employees should designate a workspace for telecommuting, and installation of any supplied DMH equipment. This workspace should be maintained in a safe condition, free from hazards and other dangers to the employee, and equipment.

8. Since the employee's remote workspace shall be considered an extension of DMH workspace, the County's workers' compensation liability for job related accidents would continue to exist during the employee's telecommuting work hours.

9. In the event of delay in repair or replacement of equipment or any circumstance under which it would be impossible for the employee to telecommute, the employee may be reassigned to their regular County work site, or be assigned to another work site.

10. When DMH equipment is provided to the employee, the employee is responsible for ensuring that the equipment is properly used. DMH will provide for repairs to DMH equipment.

11. When the employee uses his/her own equipment, the employee is responsible for maintenance and repair of the equipment.

12. The employee remains liable for injuries to third persons and/or members of the employee's family on the employee's premises.

13. Request to work overtime, use sick leave, vacation or other leave, must be approved by the employee's supervisor in the same manner as when working in the regular office.

14. If a telecommuter is sick while working at home, the telecommuter reports those hours worked and uses sick leave for hours not worked.

15. Employees who telecommute are required to participate in all studies, inquiries, reports, or analysis relating to telecommuting for DMH. While the employee's individual responses shall remain anonymous, the data may be compiled and made available to the general public without identification of the employees.

16. Employees remain obligated to comply with all County and DMH rules, policies, practices, and instructions. Violation of such may result in preclusion from telecommuting and/or disciplinary action, up to and including termination of employment.

17. Individual tax implications related to homework space shall be the responsibility of the telecommuter. Employees are advised to consult a tax expert.

WE HAVE REVIEWED, UNDERSTAND AND AGREE TO THE ABOVE STANDARDS

_____ _____
Employee's signature Date

_____ _____
Supervisor's signature Date

_____ _____
Manager's signature Date

c: DMH Telecommuting Coordinator, Administrative Support Bureau (original)
Personnel File
Employee
Supervisor
Manager