

Personnel Policy	Department	Title
2.34	Human Resources	Telecommute

Approved:


Dana Ralph, Mayor

2.34.1 Purpose

To establish a policy to use, where appropriate, to attract and retain a skilled, diverse, dedicated workforce, reduce costs, encourage affordable traffic mitigation, and improve productivity among employees while meeting the needs of the residents.

Any questions regarding the information contained in this policy should be addressed with Human Resources.

2.34.2 Positions covered by this policy

The City will determine the positions that best qualify for a telecommuting option, such as those positions whose main essential functions can effectively be accomplished away from the workplace. Telecommuting is not appropriate for all employees and/or positions. The Department Director, or designee, will approve the Telecommute Agreement.

Classifications more suitable for telecommuting are often analytical, telephone-intensive, or computer-oriented in nature. Classifications generally not suitable for telecommuting often require the employee to have extensive face-to-face contact with the supervisor, other employees, clients, or the general public; require access to material which cannot be moved from the main office; require special facilities/equipment; or have costly security considerations.

The employee and supervisor will assess the job responsibilities of the employee to determine if the job is appropriate for telecommuting. Review the Telecommute Position/Employee Review Checklist for applicability of telecommuting. No employee is entitled to or guaranteed the opportunity to telecommute.

2.34.3 Policy

2.34.3.1 Eligibility: Telecommuting agreements will be approved only if the employee has a portion of their workload that can be completed outside of the workplace. A telecommuting arrangement will not be used as a substitute for dependent care; when necessary, telecommuters must make arrangements for dependent care during agreed upon work hours. Other considerations:

- a. If the needs of both internal and external customers can be met without adverse impact, or additional cost, to the City.
- b. Current employees must have a documented history of meeting or exceeding expectations on their performance evaluations or other performance documentation;

new employees will successfully complete the probationary period and demonstrate a foundation of knowledge to work remotely with success. All requests will be reviewed and approved by the Department Director.

c. Telecommuters must be able to arrange with their supervisor for coverage of on-site job demands that arise on telecommute days. If suitable arrangements can't be made, the supervisor may require the telecommuter to report to the telecommuter's regular workstation at the City. Further, telecommuting shall not become a burden to co-workers who work in the office.

d. Telecommuters' work schedules will be determined between the employee and supervisor. Since there is much to be gained by in-person collaboration, there is an expectation that the telecommuters' work schedules will include a minimum of two days per week they will report to their City workstation.

Requirements for in-person attendance can override telecommuting schedules. Supervisors should discuss such instances with the telecommuter (e.g. in-person training, department functions).

e. Expectations for timely completion of work to established standards, attendance at meetings, responsiveness, and other performance and attendance criteria are the same for telecommuting and non-telecommuting employees. Departments should apply the same performance and attendance criteria standards to employees regardless of work location.

f. Telecommuting is not a replacement for the use of leave (see 2.34.3.3 for additional information). Telecommuters will be required to use leave as they would if they were in the office (for example: if you would take leave to attend a non-work appointment, you would take leave while telecommuting).

2.34.3.2 Type of Arrangements: All telecommuting arrangements will require employees to be accessible during agreed upon hours and may be required to attend meetings in-person. Except as provided in 2.34.3.2.d, 14 days' written notice will be provided if the Telecommute Agreement needs to be suspended or terminated.

a. Project-based (specified timeframe): This arrangement is usually temporary and may be based on specific projects. There is usually a specified timeframe based on the project.

b. Ad-hoc (specified timeframe): This arrangement is usually short in duration and may be requested when tasks require uninterrupted focus. This arrangement may also occur if the employee must be home for a situation, other than dependent care (unless approved by Human Resources), that would otherwise require the use of vacation, compensatory time, personal holidays, or management leave.

Additionally, supervisors are able to approve telecommuting in advance in anticipation of inclement weather. This arrangement is for a specified time period.

c. On-going: This arrangement occurs on a regular basis rather than occasional basis. The employee may be required to come to the central workplace at designated times.

d. Emergency Proclamation: This arrangement occurs when an emergency has been declared by the Mayor. The duration will be dependent on the emergency event and business needs and may be ended with less than 14 days' notice.

2.34.3.3 Residency and Location: As a public employer whose taxpayer pay employees' salaries, it is important that City of Kent employees live in or near the city they serve. Additionally, telecommuting employees may be called to report to their City workspace or other City facility on or during a regularly scheduled telecommuting workday. Therefore, all employees must reside in Washington State and within a reasonable distance to their primary City worksite to respond to workplace reporting requirements.

The department (manager and director) will approve the employee's telecommuting location (generally, the employee's home). Any alternate location must be requested in writing, for a temporary/limited duration and pre-approved by the manager and/or director for an in-state alternate location. The Human Resources director, or designee, will review and pre-approve for out-of-state or out-of-country locations. The manager and Human Resources shall consult with the IT director, or designee, to ensure the equipment (i.e. laptop) and employee are able to satisfy security concerns for the alternate location. The request for an alternate telecommuting location is not to take the place of utilizing leave, such as vacation, sick, etc.

When the need arises for the telecommuter to travel on behalf of the City, Policy 7.01, Business Expense, shall be referred to for mileage, etc.

2.34.4 Work Hours, Pay and Benefits

2.34.4.1 The telecommuter's schedule shall be outlined in the Agreement and in compliance with wage and hour laws, City policies and any applicable bargaining agreement. The total number of hours an employee is expected to work via telecommuting will be expressed in the Agreement and will not change unless approved by the supervisor.

Work product will be reviewed regularly by the supervisor to ensure expectations are being met.

Personal leave time to be taken during a telecommuting arrangement must be requested in the same manner as if the employee was working on-site at the City.

2.34.4.2 The telecommuter's pay and benefits will be the same as if the telecommuter were working on-site at the City.

2.34.5 Employee Responsibilities

2.34.5.1 Telecommuters are expected to follow all Information Technology and City

policies as if working on-site at the City.

2.34.5.2 Telecommuters are expected to provide their own appropriate workspace and office furniture. Telecommuters are expected to provide functioning Internet and phone service; the City will not provide reimbursement for home office expenses. Telecommuters assume full responsibility of any loss, damage or wear, for employee-owned equipment and furniture; the City accepts no responsibility for damage or repairs to employee-owned equipment.

2.34.5.3 Telecommuters acknowledge that equipment used for business purposes but owned by the employee is subject to public records laws and may be inspected as necessary.

2.34.5.4 Telecommuters are expected:

- a. To be available during the established work hours via the communication means as agreed upon.
- b. Provide satisfactory work products.
- c. Accurately report time.
- d. Maintain a safe and comfortable telecommute workspace.
- e. Take breaks and meal periods as authorized.
- f. Use telecommute hours to conduct only City business; not to conduct personal business nor perform work outside of official City business.
- g. Maintain reliable attendance and refrain from unexcused absences.

2.34.5.5 Telecommuters may not conduct in-person business meetings at their remote work location.

2.34.5.6 Telecommuters who are non-exempt (those eligible for overtime) will not be expected to communicate on work-related items during established non-work hours unless previously approved by the supervisor and will be required to accurately document all hours worked.

2.34.5.7 Telecommuters injured during the course and scope of performing their official duties during the agreed-upon work hours are covered under the state's workers' compensation laws. Telecommuters are required to notify their supervisor immediately and complete the necessary forms if injured in the course of telecommuting.

2.34.5.8 Telecommuters shall take appropriate safeguards to secure confidential data and information, including secure wi-fi connections. Any City materials taken home should be kept in a designated work area not accessible to others and returned to the City as soon as it is no longer needed.

2.34.5.9 Telecommuting is not a substitute for dependent care. Telecommuters are required to arrange for dependent care as they would if working on-site at the City. The

Human Resources Director will review exceptions on a case-by-case basis.

2.34.6 Supervisor Responsibilities

2.34.6.1 The supervisor will determine appropriate equipment needs for each telecommuting arrangement and will supply necessary general office supplies. The supervisor will coordinate with Information Technology for the types of computer, applications, and software necessary for the telecommuter to effectively accomplish the work assignments.

2.34.6.2 The supervisor shall identify, discuss and provide expectations for the work assignments with the telecommuter. The supervisor shall review the telecommuter's work performance and attendance with timely feedback to the telecommuter.

2.34.7 City Responsibilities

2.34.7.1 The City will provide the computer, peripherals and/or other applicable technology, required software/applications, work-related files and information and supplies. The City supplied equipment shall not be utilized for personal use. The City shall not provide office furniture or other equipment deemed non-essential (see 2.34.3.a regarding a telecommute arrangement not creating additional cost to the City).

2.34.7.2 As the telecommuter's remote workspace is considered an extension of the City workspace, the City would be liable for job-related incidents occurring during the approved work schedule and in the employee's designated work location. To ensure safe working conditions exist, the City will retain the right to make on-site inspections at mutually agreed upon times.

2.34.7.3 The City will provide technical support via the Helpdesk for City-owned technology equipment, network connectivity issues and software programs. The Helpdesk team will remotely connect to the telecommuter's computer to troubleshoot and make repairs as necessary. If the repair can't occur remotely, the telecommuter will bring the affected IT components to the City for repair (the City does not make "house calls").

2.34.8 Collective Bargaining Agreements/Civil Service Laws

Employees covered by collective bargaining agreements, Civil Service laws or rules, or covered by the Law Enforcement Officers and Firefighters (LEOFF I & II) disability provisions, will be subject to the specific terms of those agreements, laws or rules applicable for annual leave benefits and may be excluded from the provisions of this policy. If said agreements, laws and regulations do not contain provisions relating to this policy, the employees shall be governed by this policy.

2.34.9 References

- Telecommute Agreement
- Telecommute Location Checklist
- Position/Employee Telecommute Review Checklist

- 1.5 Public Records
- 2.14 Code of Conduct
- 6.1 Safety Policy
- 7.01 Business Expense
- 7.4 Wireless Telephones
- 7.5 Network Use
- 7.11 Text Messaging

Effective Date	April 1, 2021
Revision History	N/A
Previous Policy #	N/A
Related SOP(s)	None
Author/Staff Contact	Human Resources Manager
Approved by	Mayor Dana Ralph
Confirm City-Wide Policy Yes/No	Yes



TELECOMMUTE AGREEMENT

The following constitutes an Agreement on the terms and conditions of telecommuting between:

City of Kent ("City") & _____, henceforth referred to as "Employee".

Term

The Agreement is in effect from _____ to _____. The City and Employee will periodically evaluate the Agreement to determine its effectiveness, and to review communications, workload, operational efficiency, and/or related issues. After such review, the Department Director/designee, will determine whether it should continue under the same terms, be modified, or end with Employee returning to Employee's previous schedule and City worksite.

Policies

Employee agrees to abide by all City rules and policies, including departmental policies, the intellectual property rights of City, and applicable collective bargaining agreements.

The employee should be familiar with the following policies and guidelines:

- 2.34 Telecommute Policy
- 1.5 Public Records
- 2.14 Code of Conduct
- 6.1 Safety Policy
- 7.01 Business Expense
- 7.4 Wireless Telephones
- 7.5 Network Use
- 7.11 Text Messaging
- Telecommute Location Checklist
- Position & Employee Telecommute Review Checklist

Requirements

Employee must complete the Telecommute Location Checklist Form and return it with this Agreement.

Employee agrees to participate in studies, inquiries, and evaluations related to telecommuting. The Supervisor has the right to suspend a Telecommute Agreement for business necessity with 14 days' written notification to the employee, or less time in the event of an emergency.

Employee agrees to secure City-owned equipment, documents, files, etc. in a confidential and safe manner.

Work Location & Hours

Employee's telecommute location is: _____

Employee is approved to telecommute (frequency):

- _____ Project Based
- _____ Ad-Hoc
- _____ On-going
- _____ Emergency Proclamation (the duration will be dependent on emergency event and business needs)

Employee is scheduled to telecommute the following days:

___ Monday ___ Tuesday ___ Wednesday ___ Thursday ___ Friday ___ Saturday ___ Sunday

Employee's core hours on telecommute days (when they are available to their supervisor and co-workers):

_____ to _____

Employee is scheduled to report to the City worksite each week on the following days (at least two days per week):

In the event the main worksite is closed due to weather or other emergency, Employee is to continue working from the telecommute location until instructed otherwise by their supervisor.

Compensation & Benefits

Employee compensation and benefits, including vacation, sick leave, and other forms of leave shall not be affected by the telecommute arrangement.

Employee will seek advanced approval from the supervisor to use sick leave, vacation, or other leave on telecommuting days. Overtime to be worked must be approved in advance. Telecommuting will not take the place of the use of leave; telecommuters will utilize leave in the same manner they would if they were in the office (refer to Policy 2.34.3.f).

Communication

In order to maintain close communication and standards of professionalism while working from a remote location, Employee shall:

- Notify their work group of any change in their telecommute schedule
- Be available to their supervisor and coworkers by agreed upon means during core hours, such as Teams, Zoom, telephone, and email.
- Return calls and emails in a timely manner

Employee will agree with their supervisor on a plan for receiving assignments, returning assignments, and reporting to the supervisor on telecommute days.

Employee will maintain contact with their work unit and colleagues, including attending meetings on telecommute days when requested to do so by their supervisor.

Employee will report to their City worksite immediately at the request of their supervisor.

Equipment & Expenses

Employee and supervisor shall determine the minimum equipment and software necessary for Employee to complete assignments from the remote location in a timely, efficient, and professional manner. Employee is required to return any City property upon request.

The City will maintain all equipment owned by the organization. Employee is responsible for all maintenance and repairs of employee-owned equipment.

Only City-owned software may be installed in City-owned equipment. Employee may not install or download any other software without approval.

Employee is responsible for ongoing operating costs, such as telephone service fees, Internet fees, utility costs, and homeowner's or renter's insurance.

Information Security

Employee working from an alternate work location will follow all procedures outlined in the City Policy 7.5 Network Use. In addition, Employee must ensure the following:

- The protection of organization data on disk, hardcopy, or on portable devices from theft, loss, or unauthorized access during transit and at the alternate worksite.
- That approved firewalls and anti-virus software are on all remote site computers and are updated daily with current definitions.
- That flash drives or other portable drives are scanned for viruses before used for uploading or downloading data.
- Sensitive information in hardcopy form is returned to the office or shredded.
- The employee agrees to follow the City's guidelines pertaining to the handling of public records (Policy 1.5).

Safety

Employee confirms that they have a suitable place to work at the alternate work location and that to the best of their knowledge the worksite is safe from conditions that could pose a hazard to health and safety or danger to equipment.

Employee must report any injury to their supervisor immediately. Any injuries that occur while working at the alternate location will be covered by Worker's Compensation. Worker's compensation does not cover accidents to family members or other third parties at the telecommute site.

Limitations

Employee must observe the following limitations when working from the telecommute site:

- Cannot conduct in-person meetings at the telecommute site.
- Cannot operate a business or work for another employer during work hours.
- Cannot conduct unauthorized personal business during work hours.
- Cannot use City equipment for personal use.
- Cannot allow others to use City equipment or access the City's network.
- Must arrange for dependent care during work hours. Note: Contact Human Resources for considerations during emergency conditions.

Termination

The Agreement is not a guarantee of employment and can be terminated at any time by either the City or Employee. A telecommute arrangement will not be allowed to continue if it is detrimental to work quality, customer service, the work unit, or the organization. In such situations, the supervisor has the responsibility to evaluate the Telecommute Agreement and determine if terminating the agreement is necessary.

Termination of the Telecommute Agreement will be made for sound business reasons which will be communicated to the Employee. In the event of termination of the agreement, Employee will be notified and provided the reason(s) for the termination in writing.

In the event this agreement is terminated, the supervisor will make every attempt to provide sufficient notice, generally 14 days' notice, to allow the employee to make appropriate arrangements.

City will not be held responsible for costs, damages or losses to Employee resulting from termination of this agreement.

Agreement

This agreement may be amended at any time by City. A copy of this agreement, the application, and the checklist will be maintained in Employee's personnel file.

EMPLOYEE: By signing, Employee states they have read, understood and agree to the terms and conditions of this agreement and City Policy 2.34.

Employee Signature

Date

SUPERVISOR: By signing this agreement, Supervisor agrees to work with Employee to implement telecommuting as described in the policy and this Agreement.

Supervisor/Manager Signature

Date

Department Director/Designee Signature

Date

Reviewed by:

Human Resources Director/Designee Signature

Date



Position and Employee Telecommute Review Checklist

Employee Name _____

Position _____

Reviewed By _____

Date Reviewed _____

Position Consideration

Consider the purpose of the position and the nature of work to be performed as described in the job description.

Is it primarily information or service-based?

Do any of the essential duties included in the job description require that the work be performed on site?

If yes, is that a reasonable requirement and approximately how much time is devoted to those responsibilities?

How much time does the employee spend at the primary work site?

Does any of the work require ongoing access to equipment, materials, and files that can *only* be accessed at the work site?

If Yes, how much?

How much time does the employee spend traveling, in meetings, or in the field?

How much face-to-face contact with colleagues and customers is required?

How much of the work is portable?

Is the employee currently assigned a laptop or any other portable media?

If yes, when and how often is it used?

How reliant is this position on computer technology at the City campus to accomplish its objectives?

Does this position require travel?

If yes, consider the extent to which travel is required and if the employee is equipped with mobile media during these times.

Does the nature of the work require that the employee work and resolve routine problems independently?

Employee Considerations

Has the employee satisfactorily completed the probationary period? Has the employee demonstrated the knowledge necessary to successfully work remotely?
How often is the supervisor needed to troubleshoot problems, answer questions, or provide direction? Can this direction be provided over the phone or via email?
Does the employee have the technology, including a computer and remote-access capability that is required to work at home? If no, is the City prepared to provide it?
Does the employee have a complete understanding of his/her job and performance expectations?
Is the employee expected to work in a self-directed manner in the management of his/her time and work?
Does the employee regularly demonstrate that their approach to work is organized and dependable? Do they regularly meet established deadlines?

Supervisory Considerations

Are you and this employee assigned to the same physical location now?
Would you describe yourself as a “hands-on” supervisor? If so, how much is your style influenced by the nature of the work?
How is the employee’s work normally monitored to ensure that tasks are being completed? Can this approach work at a distance or be modified for successful telecommuting?
How do you normally intervene when the employee requests assistance or you think supervision will improve results? Does this always require face-to-face contact?
Does anyone else monitor the employee’s work activities if you are absent from the workplace for a day, a week, or longer?
To what degree can your style of supervision/management of employees transition to an online scenario?

DECISION

Position is suited for full-time telecommuting assignment.
Position is suited for part-time or occasional telecommuting assignment.
Position is suited for telecommuting assignments during emergencies.
Position is not eligible for telecommute.



TELECOMMUTE LOCATION CHECKLIST

This checklist is used to assess the overall safety of your telecommute location. This checklist should be completed and submitted with the Telecommute Agreement with all boxes checked. Any boxes that cannot be checked should be addressed prior to submitting the Agreement.

- Can all work materials be securely stored?
- Is the telecommute workspace free from excessive noise?
- Is the telecommute workspace private and free of intrusion?
- Is your computer and other office equipment plugged into a surge protector?
- Is the office furniture in the telecommute workspace ergonomically correct?
(i.e. 29" desk, keyboard in line with wrist position, monitor 20-24" from eyes)
- Is all electrical equipment free of recognized hazards that could cause physical harm?
(i.e. no frayed, loose or exposed wires; bare conductors)
- Is there a safe exit strategy in the event of an emergency?
- Is there a fire extinguisher nearby?
- Are working smoke and carbon monoxide detectors installed?

I have completed the checklist as accurately and honestly to the best of my knowledge. I agree to inform my supervisor immediately of any changes to the telecommute workspace that could impact the safety of myself or others.

Employee Name (printed)

Employee Signature

Date