



CITY OF FERNDALE TELECOMMUTING POLICY

PURPOSE

This policy is meant to identify and encourage telecommuting opportunities within the organization, to provide staff with alternative work schedules to improve productivity and job performance, reduce traffic and commuting costs, support continuity of operations plans and improve employee morale. This policy defines the City of Ferndale's ("City") use of telecommuting and establishes guidelines and rules for telecommuting when it is a viable work arrangement, under regular working conditions and during a large-scale emergency. Telecommuting is a voluntary alternative work arrangement in which part of, or all the weekly scheduled work is performed in an alternate work location. Telecommuting is neither a benefit nor an entitlement and in no way changes the terms and conditions of employment. Telecommuting is only viable in cases where the Employee and the Supervisor mutually agree that the job characteristics are well suited to an alternative work location. Telecommuting may be appropriate for some employees and duties, but not necessarily viable for everyone. Allowing the option to telecommute must involve consideration of not only whether the employee can complete their work remotely, but also whether the employee can and will communicate effectively in a manner that does not require additional support from other employees, and whether the methods of communication are effective. For example, processes which require close and relatively constant collaboration between staff members may not be able to be effectively replaced with periodic emails or instant messaging, but instead may depend upon video conferencing, screen sharing, and scheduled meetings. Telecommuting is intended to create flexible conditions that will help employees accomplish their work effectively without disruption to City services during non-emergency work periods and during the period leading up to, throughout, and/or immediately after emergency events.

SCOPE

- Certain requirements for all telecommuting arrangements are set forth in this policy and are intended to ensure that such arrangements comply with all applicable laws, as well as to prevent losses and claims. Aside from these requirements, and with the caveat that careful consideration must be given to the issues presented in this policy, the intent is to allow telecommuting arrangements as an alternative work arrangement where job functions are best suited to such an arrangement.
- Although this policy is not primarily intended to provide employees with alternative work schedules, eligible employees may be considered for alternative work scheduling on a case-by-case basis in situations where alternate work schedules have been shown to accomplish both work and personal goals, to provide coverage for individual department operations and to

serve the City and its citizens with increased productivity at no expense to quality output. Generally, telecommuting employees should be working and available for contact during regular business hours.

- A telecommuting arrangement is not an entitlement and in no way changes the terms and conditions of employment with the City. Telecommuting is not a formal, universal employee benefit or a condition of employment, but rather an alternate method of meeting the needs of both the City and the employee.
- The duties, responsibilities, and conditions of employment remain the same as if the employee were working at the normal worksite. The employee will continue to comply with City policies and procedures while working at the alternate worksite.
- The Employee understands that telecommuting is an agreed upon work alternative, and the Employee will be required to complete a Telecommuting Agreement and a Telecommuting Work Plan. The City, with or without cause, can revoke or modify the Employee's participation as a telecommuter at any time. Furthermore, during an emergency event, the City reserves the right to require telecommuting or emergency response participation.
- Telecommuting will not affect an employee's compensation, benefits, work status or work responsibilities.
- Pre-existing telecommuting agreements that were established under the City's Temporary Telecommuting Policy are suspended; and new agreements may be established under this policy.

A telecommuting arrangement shall not result in any additional cost to the City with the exception of mobility-enhancing software.

DEFINITIONS

- **Regular Telecommuting** – an arrangement in which an employee regularly performs work at an alternative worksite for a specified period or on a specified weekly schedule as defined in the Work Plan, no more than two (2) days per week. Telecommuters must have a signed Telecommuting Agreement on file with Human Resources. Occasional work off-site, including work while traveling on City business, does not constitute telecommuting.
- **Trial Period** – each formal telecommuting arrangement will have a three-month trial period during which a supervisor/Director can evaluate the employee's performance as telecommuter, and in turn, the employee can determine if telecommuting is a work arrangement they would like to continue. Telecommuting under emergency circumstances for at least three months may be substituted for the Trial Period. Successful completion of the trial period should be noted on the Telecommuting Agreement.
- **Emergency Telecommuting** - temporary telecommuting arrangements may be approved by the City Administrator or their designee in emergency circumstances. These arrangements are approved on an as-needed basis only, with no expectation of ongoing continuance. Emergency telecommuting allows otherwise ineligible work groups and/or employees to telecommute for safety reasons during a weather event or public health emergency. See additional information related to eligibility for Emergency Telecommuting under Procedures and Responsibilities below.

- **Telecommuter** – an employee who has an approved telecommuting work arrangement on file and is working from an approved alternate worksite. All telecommuters are required to participate in surveys, inquiries or analysis relating to the City’s telecommuting program.
- **Work Hours/Week** –the workday shall be established in writing in the Work Plan. Under Regular Telecommuting, no more than two (2) workdays per week may be spent telecommuting for all employees.
- **Alternate Worksite** – the employee will establish an appropriate worksite within their home or another Director-approved established location for work purposes. The City will not be responsible for costs associated with the setup of the employee’s alternate worksite, such as remodeling, furniture, data lines, Wi-Fi, or lighting, nor for repairs or modifications to the alternate worksite.
- **Situational Telecommuting Arrangements** – Situational telecommuting arrangements are intended to accommodate special circumstances such as inclement weather, medical leave (where the employee is not disabled from working), and special work assignments, in addition to the business needs of the organization. Situational telecommuting arrangements are temporary in nature, and are approved by a Department Director on a case-by-case basis. In the event of a closure of City facilities due to inclement weather or a similar situation, employees can elect to take a vacation day in lieu of telecommuting.

ELIGIBILITY

Human Resources will assist Department Directors in identifying those positions and responsibilities that are suited for telecommuting. In emergency situations, the City Administrator or their designee may authorize the establishment of temporary telecommuting arrangements for otherwise ineligible work groups and/or employees to telecommute for safety reasons during a weather event or public health emergency.

- **Eligible Employees** – All employees who have successfully completed their introductory period, have a record of successful performance (for example, are not currently on a Performance Improvement Plan or being counseled for poor performance), have no disciplinary actions in the last six (6) months, have demonstrated the ability to work independently, and whose primary job functions do not require daily face-to-face interactions with the public. Directors must ensure that telecommuting decisions are made for appropriate, non-discriminatory reasons and should direct all questions to Human Resources.
- **Eligible Work Groups** – Eligible work groups will consist of employees who perform tasks that are suitable for working independently, such as reading, writing, editing, analysis, and data entry. Work groups participating in the program must be able to perform their regular job duties or special assignments as productively at the remote worksite as they would at their regular worksite. The need for specialized material or equipment available only at the regularly assigned worksite must either be minimal or flexible.

PROCEDURES & RESPONSIBILITIES

Telecommuting Agreement

Before entering into any telecommuting arrangement, the employee and their supervisor, with the assistance of Human Resources, and with the approval of the Department Head, will evaluate the suitability of such an arrangement, reviewing the following areas:

- **Suitability** – Supervisor and employee will assess the needs and work habits of the employee, equipment needs, workspace considerations and scheduling issues. The employee must meet the requirements of an Eligible Employee as defined above.
- **Job responsibilities** – Supervisor and employee will discuss the job responsibilities and determine if the job is appropriate for a telecommuting arrangement. Primary job functions should not require daily face-to-face interactions with the public.
- **Development of Telecommuting Work Plan** – Each participating supervisor and employee shall be required to complete a jointly developed Telecommuting Work Plan, which should be reviewed, and amended if necessary, at least once per month. Voicemail and email response times should be established in advance. Telecommuting by one employee should not negatively affect the workload or productivity of others either by shifting burdens or creating delays and additional steps in the workflow. The telecommuting employee and supervisor will have regularly scheduled hours agreed upon, including core hours of work and accessibility via phone and email.

The Telecommuter will provide a status report of completed work to his/her supervisor as requested. Work progress status reports will occur at least one per day through email, text message or phone. The Supervisor shall verify the quality and quantity of work done in accordance with the established Telecommuting Work Plan. If the Telecommuter fails to provide the required status reports three times or more during any given pay period, and/or the Supervisor cannot verify the quality and quantity of work done, the telecommuting agreement shall be discontinued. The employee may request approval of a new Telecommuting Work Plan six months after discontinuation.

- **Approvals** – If the supervisor determines that telecommuting is an appropriate arrangement, the supervisor and employee should complete a Telecommuting Agreement, which must be signed by the Department Head.
 - Situational telecommuting should be discussed with the Department Head and City Administrator.
 - In the event of a large-scale emergency, the City Administrator, or an authorized designee, can declare the City in an emergency event status, such as a public health emergency, and activate the Emergency Telecommuting portion of this policy. Department Heads may approve temporary Emergency Telecommuting arrangements on an as-needed basis only, with no expectation of ongoing continuance.

Once approvals are received, these documents should be submitted to Human Resources to be filed in the employee's personnel file.

- **Updates to Agreement:**
 - Following the completion of the three-month trial period, the telecommuting agreement should be updated to show successful completion of the trial period.

- Telecommuting agreements that have been in effect for more than six (6) months will be reviewed and updated no later than January 15 each year.
- Situational Telecommuting Agreements will expire after the reason for the agreement has ended.
- Employees changing departments must go through the telecommuting agreement process again.
- Employees changing positions within their department which may include a significant change in responsibilities, must have their new supervisor, if applicable, approve continued telecommuting.
- Telecommuting Work Plans need to be updated and resubmitted to Human Resources when significant changes are made to an employee's job responsibilities.
- **Retention of Telecommuting Agreements** – Once received, Human Resources will file Telecommuting Agreement and Telecommuting Work Plan forms in the employee's personnel file. When notified by a supervisor that an employee is no longer telecommuting, Human Resources will update the employee's personnel file to reflect that they no longer telecommute.

Equipment

On a case-by-case basis, the City will determine, with information supplied by the employee and the supervisor, the appropriate equipment needs (including hardware, software and other office equipment) for each telecommuting arrangement. Hardware and other equipment may not be purchased by the City for the sole purpose of telecommuting. With the exception of keyboards, monitors, and video conferencing equipment, the City will not duplicate resources between the primary worksite and the alternate worksite. The employee may supplement City-provided equipment at the employee's expense. A list of standard equipment available for a telecommuting arrangement is included in the Telecommuting Agreement.

Employees that have been issued a City cell phone should use that phone for business purposes. Work phones may be forwarded to electronic devices using approved technology. In the absence of approved technology, employees that do not have a City cell phone but have been approved for a telecommuting arrangement must provide a contact number that will be available for calls from their supervisor.

Equipment supplied by the organization will be maintained by the City. Equipment supplied by the employee, including data access/Wi-Fi if deemed appropriate by the organization, will be maintained by the employee. The City accepts no responsibility for damage or repairs to employee-owned equipment including hardware, communications devices, and furniture. The City reserves the right to make determinations as to appropriate equipment, subject to change at any time. Equipment supplied by the City is to be used for business purposes in accordance with Policy #804, Use of Communications Systems, of the City's Personnel Policy Manual. The telecommuter must complete the Telecommuting Agreement listing all City property received and agree to take appropriate action to protect the items from damage or theft. Upon termination of employment, all City property will be returned to the City or the value of each will be taken out of the employee's final paycheck, unless other arrangements have been made.

Employees will not be reimbursed for supplies or equipment used to outfit their home office. Printing should be done remotely to an office printer or an employee should come to the office to print and pickup printed documents as necessary.

The Telecommuter will provide a detailed description of the alternate workplace so the Supervisor can verify that the proper equipment is available to enable the Telecommuter to accomplish the expected tasks.

The Telecommuter represents that the alternate workplace is a safe and healthful work environment including proper ergonomics. The Telecommuter shall act in a responsible manner to avoid injury. The Telecommuter understands that failure to take proper health and safety precautions in the alternate workplace may result in discontinuation of the Telecommuting Agreement.

Meetings with Clients or Coworkers

Telecommuting does not excuse employees from participating in required meetings, trainings, or other required events. If the meetings cannot be accomplished through an online platform such as Skype, Zoom or Microsoft Teams, employees are required to attend the event in person. Employees should comply with Policy #802, Personal Appearance of Employees, when participating in meetings on these online platforms. In the absence of extenuating circumstances, such as video capabilities not working, employees participating in online platform meetings will be required to activate their web cameras. In order to minimize the City's exposure to worker's compensation claims, telecommuters may not conduct in-person meetings in their homes.

Time Worked

A Telecommuter who is an hourly employee (non-exempt from the Fair Labor Standards Act) will record all hours worked in the same manner as if he/she was working on City premises. Accrual of overtime or compensatory time will be administered under the same provisions as if the work were performed at the regular work location.

A Telecommuter who is an exempt employee will keep a record of actual time worked at the alternate work location for the purpose of demonstrating accountability to the agreed upon work schedule.

Leave used on a planned telecommute day will be administered under the same provisions as leave used from the regular work location.

Telecommuting is not designed to be a replacement for appropriate childcare. Although a Telecommuter's schedule may be modified to accommodate childcare needs, the focus of the arrangement must remain on job performance and meeting business demands.

Use of Accrued Leave

Employees cannot use telecommuting in place of vacation, sick or other types of leave when an employee is not available for work. Taking occasional calls or replying to an email is not considered telecommuting when on vacation or utilizing sick time. Vacation, sick and comp time policies apply, and employees must obtain approval before taking accrued and available leave.

Closure of Primary or Alternate Worksite

If the primary worksite is closed due to an emergency or inclement weather, the supervisor will contact the employee. The telecommuting employee may continue to work at the alternate worksite. If there is an emergency at the alternate worksite, such as a power outage, the telecommuting employee will notify the supervisor as soon as possible. The telecommuting employee may be reassigned to the primary worksite or an alternate worksite.

Security

The Telecommuter will ensure the security and protection of information accessible from his/her alternate work location. No confidential information (including administrator passwords) will be downloaded to any data storage device. Any information that is considered confidential or protected will not be removed from the regular worksite with the Department Head's approval in writing.

Alternate Worksite Safety

Injuries sustained by the Employee while at his/her alternate work location, and in conjunction with his/her regular work duties are normally covered by worker's compensation. A telecommuting employee is responsible for notifying his/her supervisor and Human Resources of such injuries in the same manner as if the injury occurred at work location on the City's premises. The City is not liable for any injuries sustained by family members or other visitors to a Telecommuter's alternate work location.

Situational Telecommuting Arrangements

Situational telecommuting may be allowed on a non-regular basis in the following circumstances:

- **Medical Leave:** employees on FMLA or approved medical leave to the extent practical for the employee and the organization and with the consent of the employee's health care provider, if appropriate. However, the City may determine whether or not it is appropriate to offer telecommuting as an opportunity for partial or full return to work based on the City's return-to-work policies following an injury or illness. An employee on a protected leave may not be required to telecommute. Any employee who is considered disabled from working, receiving short- or long-term disability, or receiving worker's compensation pay is not eligible to telecommute.
- **Inclement Weather:** closure for a weather event such as snow or flooding. See Emergency Telecommuting procedures below.

Where situational telecommuting applies to an employee whose regular job duties are not suited for telecommuting, the employee must be assigned meaningful work. Examples include special projects, online training, document audits, and so on. When appropriate, a Department Head will approve the situational telecommuting arrangement. Situational telecommuting will be temporary in nature and may not occur more than 2-3 days a week.

Situational telecommuting will not be allowed in the following circumstances:

- **Military:** Employees who are on leave to perform military service may not simultaneously telecommute.

- **Medical Leave:** Any employee who is considered disabled from working, receiving short- or long-term disability, or receiving worker's compensation pay are not eligible to telecommute.

Emergency Event

All City employees are considered essential employees for the continuity of governmental operations in the event of a large-scale emergency, such as a weather event. Telecommuting agreements may be suspended if the employee has responsibilities in the EOC or is needed at a City location. All employees must be ready to assist in managing the emergency event.

Emergency Telecommuting

In the event of a large-scale emergency, the City Administrator or an authorized designee, can declare the City in an emergency event status, such as a public health emergency, and activate the Emergency Telecommuting portion of this policy. Department Heads may approve temporary Emergency Telecommuting arrangements on an as-needed basis only, with no expectation of ongoing continuance. Even if approved for telecommuting, all employees must be ready to assist in managing the crisis and will be considered essential for the continuity of governmental operations and may be asked to perform jobs at City worksites or in the EOC. Telecommuting employees must focus on job performance, meeting business demands, and ensuring that City services are maintained at their highest level possible during the emergency.

Emergency Telecommuting arrangements will differ from a Regular Telecommuting Arrangement by 1) waiving the three-month Trial Period, 2) telecommuting will not be limited to 2-3 days a week, and 3) allowing a broader range of employees to telecommute. Eligibility will be considered as to whether the employee's regular work duties were impacted by the emergency situation (such as a facility closure, reduced hours or reduced public interaction) and the availability of meaningful work such as a special project or assignment.

Approval for Emergency Telecommuting will also take into consideration an employee's underlying medical condition(s) which might be negatively impacted by the health emergency.

Outside of these specified differences, the scope, eligibility, procedures and responsibilities detailed in this policy apply to all Emergency Telecommuting arrangements.

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. The City will continue to pay payroll taxes etc. as if the employee were working full-time at a City work location.



CITY OF FERNDALE TELECOMMUTING AGREEMENT

This telecommuting arrangement is established between City of Ferndale's _____ Department and _____ [Employee Name].

This arrangement shall become effective as of _____ and shall remain in effect until modified or terminated by the department or the employee, or, in the case of Situational Telecommuting, the reason for the telecommuting arrangement is no longer applicable. The employee successfully completed the 3-month trial period on _____.

This arrangement is subject to the employee satisfying the following conditions on a continuing basis:

1. The employee shall perform all job duties at a satisfactory performance level.
2. The employee's work schedule does not interfere with normal interactions with his/her supervisor, co-workers, or citizens/customers.
3. The employee's schedule does not adversely affect the ability of other City employees to perform their jobs.
4. The employee ensures his/her accessibility to co-workers who maintain the City's regular working schedule.
5. The employee's paid leave will be earned and used in the same manner as prior to this telecommuting work arrangement and be subject to all other applicable City policies.
6. The employee follows communication guidelines and maintains the agreed-upon work schedule as established and documented in the Work Plan.
7. The employee maintains a safe and secure alternate work site at the following address(es):

If applicable, the employee may be provided with City hardware and equipment to perform work from home, as follows:

Type of Equipment (eg.: laptop, monitor, keyboard, mouse, iPad, iPhone etc.)	Serial Number	City ID Number/Cell Phone Number

All of the employee's obligations and responsibilities, and terms and conditions of employment with the City remain unchanged, except those specifically modified by this arrangement. The City, with or without cause, can revoke or modify the Employee's participation as a telecommuter at any time.

I have read and understand this agreement and the City's Telecommuting Policy. By signing below, I agree to be bound by its terms and conditions. I understand that upon termination of employment all City property will be returned to the City or the value of each will be deducted from the employee's (final) paycheck, unless other arrangements have been made.

Employee: _____

Approved by:

Department Head: _____

City Administrator: _____

Date: _____