



Administrative Policy and Procedure

City of Prosser, Washington

SUBJECT: Teleworking		
	Policy No. ADM. 002	Pages: 7
Effective Date: 8/27/2013		
Developed By: Paul Warden	Department Head Approval:	City Administrator Approval:

OVERVIEW

1. PURPOSE.

Telework is a management tool that may be used to accommodate special needs of employees. This option allows work arrangements to be tailored to each Department's unique requirements. The City of Prosser considers the use of telework as a non-standard agreed upon work alternative for situations where it will work to the mutual benefit of employees, the City, and the City's customers. Telework is not a benefit, rather, it is an option only to be used at the Department Head's discretion with City Administrator approval. The purpose of this administrative rule is to define telework guidelines and procedures.

2. ORGANIZATIONS AFFECTED.

This policy applies to all City employees.

3. DEFINITIONS

3.1 Telework. Working arrangements in which the workplace is located at least part time at an alternate location, such as an employee's residence.

3.2 Ad Hoc Telework. Occasional telework.

3.3 Alternate Work Site. A workplace other than the employee's regular work location.

3.4 Home Office. Any alternate work site provided by the employee.

4. STATEMENTS OF POLICY AND PROCEDURES

4.1 General Provisions.

4.1.1 Employees are not authorized to work at home without prior approval of their Department Head discretion and with City Administrator approval.

4.1.2 Routine Telework will be permitted on a case by case basis for employees only under the terms of a written Telework Agreement (Appendix A) reached between the employee and the employee's Department Head and approved by the City Administrator.

- 4.1.3 Telework agreement will be for a maximum duration of 90 calendar days. A new agreement with new date parameters must be approved by the employee's Department Head and approved by the City Administrator.
 - 4.1.4 Ad Hoc Telework will be permitted with the authorization of the employee's Department Head, subject to the City Administrator's or designee's review, on a case by case basis. The terms of Ad Hoc Telework may be clarified in a written agreement.
 - 4.1.5 The Ad Hoc Agreement will define parameters, (e.g., equipment, software, and location) on an employee-signed form with Department Head and City Administrator approval. The Mayor must approve any teleworking or work at home arrangements for a City Administrator. In addition, the agreement to telework or to work at home must be in writing.
- 4.2 Telework Agreement.** The Telework Agreement must clearly define the following:
- 4.2.1 **Telework Schedule.** Hours the employee will work on City premises and which will be worked off City premises.
 - 4.2.2 **Location.** The location of the off-premises work and the means by which the employee can be reached during off-premises work.
 - 4.2.3 **Use of City Resources.** Any City-owned resources the employee with use off premises, and the terms and conditions under such resources will be used.
 - 4.2.4 **Use of Employee's Resources.** Any employee resources that will be used and the costs which will be compensated by the City. Generally, however, the City does not reimburse costs associated with teleworking.
- 4.3 Eligibility for Telework.** An employee is eligible for telework with the approval of his/her Department Head and the City Administrator provided his/her job requires minimal direct supervision and face to-face interaction or where such interaction can be successfully scheduled to permit telework. Department Heads are encouraged to use the following guidelines in selecting employees for telework:
- 4.3.1 The employee can accomplish his/her job without being on premises for some portion of his/her regular work schedule without detrimental impact on the productivity of the work group.
 - 4.3.2 Clear work objectives can be set, tasks can be clearly defined, and results are measurable.
 - 4.3.3 The employee can provide the appropriate equipment in the alternate work site, including at minimum a telephone where the employee can be reached, a suitable workspace, and, as necessary, a computer, printer, modem, and other equipment as appropriate to the employee's job. The City may provide a computer to the employee to enable telework arrangements, particularly for those employees needing remote access to City data, systems and networks beyond internet access to City email.
 - 4.3.4 The employee shall have demonstrated, to the Department Head's satisfaction, their capability to work productively without direct supervision. Indicators include consistent high performance, excellent attendance, a positive attitude toward assigned work, and absence of discipline problems in the employee's work history.
 - 4.3.5 The employee shall have demonstrated their understanding, willingness and ability to properly protect the confidentiality of sensitive City data and

software which may be protected from disclosure by public records and/or copyright laws. This includes the ability to protect such sensitive data and software from all unauthorized individuals including but not limited to the employee's family and friends.

4.3.6 The employee shall have demonstrated a willingness to participate in telework to the Department Head.

4.4 City Visits. The employee agrees that a Department Head or Department Head's designee may visit the employee's non-City work site to inspect the work site during normal work hours to ensure that it is safe from hazards and sufficient to conduct City business. The Department Head or Department Head's designee may repeat such visits.

4.5 Reimbursable Expenses. Any variable expenses accrued as a result of the employee choosing to telework will be borne by the employee. The City will reimburse the employee for expenses it would have borne if the employee were working in the office. Supplies required to complete assigned work at the telework work site shall be obtained from the Department during the teleworker's in-office work periods. Out-of-pocket expenses for materials and supplies, which are otherwise available at the Department, will not be reimbursed.

4.6 Emergencies. In case of an emergency, such as a power failure, that affects the employee's ability to work off City premises but not on City premises, the employee will be required to report to the employee's regular office location on City premises. If the employee is excused from work, the employee will be required to use vacation time, compensatory time, or take time without pay. If an office closure or emergency excuses other employees from working and work can proceed at the alternate worksite, teleworkers are not excused from working.

4.7 Computer Support. Computer support provided by City's Information Technology (IT) Department will only be performed on City premises, on City-owned equipment, and by appointment. Such support will be limited to installing and removing City-owned software on a City-owned computer as well as diagnosis and resolution of problems with City IT supported software and/or hardware. City IT support staff will be responsible for maintaining and troubleshooting any City-owned computer equipment such as laptop computers. The IT Department will not be responsible for maintaining or troubleshooting non-City-owned computer equipment or software.

4.7.1 City Hardware and Software. The City is not required to provide a computer, printer, monitor, networking & telephone equipment or office furniture to the employee. The City Administrator may determine the Department will supply City-owned computer equipment to allow the employee remote access to Department systems. If City equipment is not provided, the employee must provide all computing equipment, telephone equipment, and furniture necessary to perform duties on non-City premises. Requirements for use of Secure Remote Access to City systems, via City equipment will be determined by the City IT Department.

- 4.7.2 The employee is responsible for ensuring that software used on non-City premises is compatible with City standards. The employee is responsible for converting files to City standard formats. The employee is responsible for protecting the integrity and confidentiality of copyrighted software, and sensitive City data and following policies, procedures, and practices to the same extent applicable in the regular office.
- 4.7.3 Teleworkers are expected to adhere to all city rules while teleworking as they would if working at their regular office location on City premises. This includes, but is not limited to the Administrative Rules on the Use of City Resources and Information Technologies.
- 4.7.4 For telework jobs that have security and/or confidentiality requirements, procedures must be established and followed to guarantee protection of confidential information. Procedures may include a locked or secure workplace, computer access passwords, or restricted use of files at the telework site. Security and/or confidentiality issues shall be addressed in the Telework Agreement.

4.8 Telework Product, Document Retention, and Public Records. Products, documents, and records used and/or developed while teleworking shall remain the property of the Department and the City and are subject to Department and City rules regarding confidentiality and records retention requirements, which may make employee owned computers and storage devices subject to public records and evidentiary requests.

4.9 Travel, Overtime, and Leave. City Administrative Rules, collective bargaining agreements, Personnel Policies` and the Fair Labor Standards Act (FLSA) shall apply to teleworkers. Requests for overtime must receive advance approval from the Department Head. Requests for leave shall be approved by the Department Head, in a manner consistent with City or Department rules.

4.9.1 When teleworking, the City office is the official station for travel expense voucher purposes, except that travel to and from the employee's regular City office and alternate work site shall not be a reimbursable expense.

4.10 Worker's Compensation.

4.10.1 Employee Injuries. The City will have the same responsibility for job-related accidents or injuries to the employee at the alternate worksite that it has at the employee's regular City office. See Administrative Rule on Workers' Compensation.

4.10.2 Family and Visitor Injuries. The City does not assume responsibility for injury to any persons at the employee's residence or alternate workspace within it.

4.11 Work Hours and Accessibility.

4.11.1 Work Hours and Scheduling. Work hours will be scheduled and any changes must be approved by the Department Head in advance.

4.11.2 Adequate Time in Office. The amount of time spent teleworking during a work week may vary according to each job, equipment needs, and the individual Telework Authorization. Minimally, the telework schedule must

allow adequate regular office time for meetings, access to facilities and supplies, and communication with other employees and with customers.

4.11.3 Accessibility. Teleworkers will maintain accessibility via telephone, or email during agreed-upon work hours or specific core hours of accessibility. Only the teleworker and the teleworker's Department Head will designate who will be given the teleworker's home office phone number.

4.11.4 Family Care and Duties. While telework may facilitate employees working around family responsibilities, employees who telework must have in place day care or other supervision for any member of the household requiring care through the workday.

APPENDIX A: Telework Agreement Form



CITY OF PROSSER, WA

601 7th Street, Prosser, Washington 99350 (509)786-2332 Fax (509)786-3717

TELEWORK AGREEMENT

Employee Name: _____

Employee Position: _____ Department: _____

1. I have read and agree to abide by the City of Prosser's Telework policy including provisions addressing:

- job responsibilities and expectations
- accessibility during telework hours
- the telework work site
- security of confidential data
- hours of work
- advanced authorization of overtime
- child/dependent care
- work-related injuries
- use of for department equipment
- use of leave time

2. I understand teleworking is a non-standard agreed upon work alternative between myself and the Department Head and is subject to approval by the City Administrator. I understand that I, my Department Head, or the City Administrator may end my teleworking arrangements at any time.

3. I agree to keep the Department Head informed of my progress on assignments worked on while teleworking. I also agree to keep the Department Head informed of any problems which I am experiencing while teleworking.

4. I agree to structure my time to ensure my attendance at required meetings and events as designated by my Department Head.

5. I agree to be available by telephone or email during scheduled work hours on telework days.

6. I understand and accept the special responsibility I have as a teleworker to facilitate communication with customers and colleagues. I further agree to make a special effort to stay current on department events which affect my work that occur on my telework days.

7. I agree to abide by the City's Personnel Policy 907 - Use of Equipment Policy Personnel Policy 906 – Computer, Email, Internet & Technology Use and all other City policies.

8. I understand and agree that all equipment, records, files, manuals, forms, materials, supplies, computer programs and other materials furnished to me by DEPARTMENT, used on Department's behalf or generated or obtained during the course of my

employment shall remain the property of DEPARTMENT. I understand that I am a holder of this property for the sole use and benefit of DEPARTMENT and will take all reasonable precautions to safely keep and preserve such property, except as consumed in normal business operations.

9. I agree to participate in activities undertaken to evaluate teleworking. The employee will work the following hours off City premises at the location(s) designated below:

The employee will work the following hours off City premises at the location(s) designated below:

(Start Time / End Time)

Monday _____ / _____ Location & contact number: _____

Tuesday _____ / _____ Location & contact number: _____

Wednesday _____ / _____ Location & contact number: _____

Thursday _____ / _____ Location & contact number: _____

Friday _____ / _____ Location & contact number: _____

Saturday _____ / _____ Location & contact number: _____

Sunday _____ / _____ Location & contact number: _____

City Resources (Computer and Office Equipment Listed including Inventory #s):

The following work will be accomplished and/or addressed (attach additional pages as needed): _____

This agreement will be in effect for _____ day (s) commencing on _____.

(# of days)

(Date)

Employee Signature: _____ Date: _____

Department Head Signature: _____ Date: _____

City Administrator Signature: _____ Date: _____