



# POLICY AND PROCEDURE

SUBJECT:

**TELECOMMUTING POLICY AND GUIDELINES**

DATE: March 20, 2020

NUMBER: CW-HR 20-01

## 1.0 PURPOSE OF THE POLICY

To establish guidelines and procedures for the implementation of a formalized telecommuting program.

## 2.0 POLICY STATEMENT

- 2.1 The City of Riviera Beach (CRB) considers telecommuting to be a viable alternative work arrangement in cases where the position along with manager and employee characteristics are best suited to such an arrangement. Telecommuting allows an employee to occasionally work at home, on the road, or in a satellite location for part of their regular workweek. Telecommuting is a voluntary work alternative that may be appropriate for some employees and some positions.
- 2.2 **There may be times when the City Manager requires telecommuting for designated employees during emergency declaration periods for continuity of local government services and operations.**
- 2.3 **Authorizing a telecommuting arrangement is a management prerogative, not an employee benefit, and it in no way changes the terms or conditions of employment.**
- 2.4 Employees approved for telecommuting must abide by all employee obligations set forth in this policy and any other rules, policies, or procedures established by the CRB for its employees.
- 2.5 Telecommuting can be informal and on a short-term basis for completion of a specific project, used while on the road during travel, instituted for employees on family medical leave or as an accommodation under the Americans with Disabilities Act, used during emergency events, or implemented in situations as approved and designated by CRB management or the City Manager. Department Directors working in conjunction with the Human Resources Department (HR) may approve short-term telecommuting, provided that the business and operational needs of CRB are met and there are no adverse effects on levels of service.

## 3.0 CONDITIONS

- 3.1 Requests will be considered on a case-by-case basis and based upon established criteria.
- 3.2 An official agreement must be signed and executed by all appropriate parties prior to telecommuting.

- 3.3** Telecommuting will not adversely affect an employee's eligibility for advancement or any other employee right or benefit.

#### **4.0 ELIGIBILITY**

- 4.1** Employees requesting to participate in the Telecommuting Program must not have a history of unauthorized/unexcused absences or tardiness. In addition, employees requesting to participate in the Telecommuting Program must not have a history of sick, vacation, or PTO abuse.
- 4.2** Except during emergency declaration periods or in situations provided by the City Manager, employees requesting formal telecommuting arrangements must have been employed with CRB for a minimum of ninety (90) days of continuous, full-time employment.
- 4.3** Before entering into any telecommuting agreement, the employee, manager, and IT will assess equipment, connectivity, and access to systems and data requirements as appropriate for successful telecommuting. The assessment will include, but not be limited by the following criteria:
- a. Employee Suitability – the employee and manager 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 manager will discuss the job responsibilities and determine if the position is appropriate for telecommuting.
  - c. Work Space Design – the employee's home office workspace should be free from trip hazards, electrical hazards, and all other hazards that pose a direct threat to the health and safety of the employee.
  - d. Equipment Needs – the employee, manager, and IT will identify the necessary hardware needed to allow the employee to telecommute effectively and efficiently.
  - e. Network - the employee, manager, and IT will identify the necessary network access needed to allow the employee to telecommute effectively and efficiently.
  - f. Applications - the employee, manager, and IT will identify the necessary applications needed to allow the employee to telecommute effectively and efficiently.
  - g. File Access Requirements - the employee, manager, and IT will identify the necessary file access requirements needed to allow the employee to telecommute effectively and efficiently.
- 4.4** If the employee, manager, and HR agree with the specifics of the telecommuting arrangement, a draft telecommuting agreement will be prepared by HR and signed by all parties. Upon approval by the City Manager, the employee will commence telecommuting.

## 5.0 PROCEDURE

A qualified employee may suggest telecommuting as a possible work arrangement. Qualifications include, but are not limited to, exceptional work performance, behaviors of self-discipline and self-motivation, positions that are conducive to telecommuting, and a manager with capable leadership skills to manage a telecommuter. Exempt employees, managers, senior leaders, and certain individual contributors, where the positions are eligible, may request to telecommute.

### 5.1 RULES OF OPERATION

All telecommuting arrangements are made on a case by case basis, focusing on the business needs of CRB. The opportunity to telecommute will not be freely given.

- 5.1.1 Telecommuting is not a substitute for child or dependent care. Arrangements must be made for such care during working hours.
- 5.1.2 All confidentiality and privacy policies, including but not limited to, HIPAA, CIIS, attorney-client privilege, and attorney work product must be adhered to when telecommuting.
- 5.1.3 Excluding video conferencing, telecommuters will **not** conduct face-to-face business at their home offices.
- 5.1.4 Eligible employees entering into telecommuting agreements may be required to forfeit use of a personal office or workstation in favor of a shared arrangement to maximize CRB office needs.
- 5.1.5 Depending upon the nature of their assignment, employees may be required to supply some or all of their equipment.
- 5.1.6 If equipment or connectivity is temporarily unavailable, the employee must report to the office until the situation is corrected, unless the employee can continue to work productively without access to these resources.
- 5.1.7 **The telecommuting agreement can be terminated at any time and for any reason, with or without prior notice by CRB or the employee.**
- 5.1.8 Failure to comply with the rules of employment, instructions and guidelines governing the Telecommuting Program, or terms of the Telecommuting Agreement may result in immediate cessation of telecommuting.
- 5.1.9 Telecommuting employees who are not exempt from the overtime requirements of the Fair Labor Standards Act (FLSA) will be required to record all hours worked in a manner designated by CRB. **All overtime must be approved in advance.**
- 5.1.10 The employee and manager will agree on the number of days of telecommuting allowed each week, the work schedule the employee will customarily maintain, and the manner and

frequency of communication. The employee agrees to be accessible by phone or e-mail within a reasonable time period during the agreed upon work schedule.

## **5.2 WORK HOURS/SCHEDULES**

- 5.2.1** Employees shall devote his or her full attention to CRB business while telecommuting. Employees shall remain accessible to the same extent as employee's on-site counterparts.
- 5.2.2** Eligible non-exempt employees will follow the same timekeeping procedures used during a regular work day in the worksite setting including signing into Kronos Timekeeping (via the internet) and completing a payroll exception form for any missed punches. **All overtime must be approved in advance.**
- 5.2.3** Supervisors of eligible employees will ensure announcements and important information is communicated to telecommuters at their home offices.

## **5.3 EQUIPMENT AND SUPPLIES**

- 5.3.1** With information supplied by the employee, manager, and IT, CRB will determine the appropriate equipment needs for each telecommuting arrangement. The employee will be required to adhere to the CRB Computer, Technology, and Internet Usage Policy.
- 5.3.2** Equipment supplied by CRB, if deemed appropriate by CRB, will be maintained by the employee. Employees will be responsible for ensuring that IT installs all necessary software updates. CRB accepts no responsibility for damage or repairs to employee-owned equipment. CRB reserves the right to make determinations as to appropriate equipment, subject to change at any time. The telecommuter should sign an inventory of all CRB property and agrees to take appropriate action to protect the items from damage or theft. Unless other arrangements have been made, upon termination of employment the employee will return all CRB property.
- 5.3.3** CRB will not be responsible for any wear and tear, repairs, or damage incurred to employee-owned equipment used in the course of business.
- 5.3.4** Consistent with CRB's expectations of information asset security for employees working at the office full-time, telecommuting employees will be expected to ensure the protection of proprietary CRB and customer information. Steps include, but are not limited to, use of locked file cabinets, shredders, and desks, regular password maintenance, and any other steps appropriate for the position and the environment.
- 5.3.5** The employee will establish an appropriate work environment within their home. As an example, the employee must ensure the work setting is conducive to joining a conference call where there is no background noise.
- 5.3.6** CRB will supply the employee with appropriate office supplies (pens, paper, etc.) for successful completion of job responsibilities. CRB will also reimburse the employee for

all other business-related expenses, such as phone calls and shipping costs, that are reasonably incurred in accordance with job responsibilities.

#### **5.4 SUPPLIES AND REIMBURSEMENTS**

**5.4.1** CRB **will not** be responsible for costs associated with the initial setup of the employee's home office or for repairs and modifications to the home office space. Employees must understand tax and other legal implications for the business use of the employee's home office. Responsibility for fulfilling all obligations in this area rests solely with the employee.

**5.4.2** No reimbursements will be authorized for personal use of supplies or equipment or for purchases made outside established procurement procedures. No reimbursement will be made for travel between the home and office worksite. Any authorized mileage reimbursements will be made in accordance with the same procedures and regulations as for eligible employees who work solely from an office work site.

#### **5.5 HOME OFFICE SAFETY**

**5.5.1** Inspections will occur on an as-needed basis. Injuries sustained by the employee while at their home work location and in conjunction with their regular work duties are normally covered by CRB's Workers' Compensation Policy. Telecommuting employees are responsible for notifying the employer of such injuries in accordance with CRB Workers' Compensation procedures within twenty-four (24) hours to their immediate supervisor.

**5.5.2** The home work space must be free of safety and fire hazards. **The City is not responsible for injury to family members, visitors, or others in the telecommuter's home.**

**Telecommuting Agreement**

***Both the manager and the telecommuter understand that home-based telecommuting is a voluntary option exercised by both parties and can be discontinued by either party for any reason at any time.***

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

\_\_\_\_\_  
On Behalf of the City of Riviera Beach

\_\_\_\_\_  
Date

**and**

\_\_\_\_\_  
Employee

\_\_\_\_\_  
Date

The employee has received a copy of the Telecommuting Policy and Guidelines, has read the Telecommuting Policy and Guidelines, and agrees to adhere to the Telecommuting Policy and Guidelines.  
Yes \_\_\_\_\_ No \_\_\_\_\_

The employee agrees to participate in telecommuting and to adhere to applicable guidelines and policies?  
Yes \_\_\_\_\_ No \_\_\_\_\_

The employee agrees to participate in telecommuting beginning \_\_\_\_\_ and ending \_\_\_\_\_

**Work Location**

The employee must establish an appropriate work environment within their home for work purposes.

The employee's work location (address) will be:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Describe, in detail, the designated workspace area at the home work location: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Work Schedule**

An employee’s time and attendance will be recorded the same as performing official duties at CRB.

At CRB, the employee’s work hours will normally be from \_\_\_\_\_ to \_\_\_\_\_ on the following days:  
\_\_\_\_\_.

At the home office, the employee’s work hours will normally be from \_\_\_\_\_ to \_\_\_\_\_ on the following days: \_\_\_\_\_.

All non-exempt employees will be required to keep and turn in weekly time records showing the actual number of hours worked. **All overtime must be approved in advance.**

**The employee understands that this agreement may be terminated by CRB or the employee at any time and for any reason.**

**Safety**

The employee certifies that the home office is safe and free of hazards.

The employee is covered under appropriate Florida workers’ compensation law (Florida Statute 440), as appropriate, if injured while performing official duties at the home office.

The employee agrees to bring to the immediate attention of his/her supervisor any incident or injury occurring at the home office while working.

The supervisor will investigate all accident and injury reports within a reasonable amount of time.

**CRB Equipment**

Employees who use CRB equipment agree to protect such equipment in accordance with CRB Guidelines.

<b><u>Equipment Description</u></b>	<b><u>Condition</u></b>	<b><u>Model/Serial Number</u></b>	<b><u>Quantity</u></b>

**Additional Terms and Conditions**

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The employee has read and understands CRB's telecommuting program and agrees to abide by those policies and guidelines. Yes \_\_\_\_\_ No \_\_\_\_\_

The employee understands that participation is not considered an employee entitlement. Yes \_\_\_\_\_ No \_\_\_\_\_

This agreement, its attachments and any revisions are not contracts or promises of employment. Nothing in this Agreement guarantees employment for any specific term. Yes \_\_\_\_\_ No \_\_\_\_\_

\_\_\_\_\_  
Employee's Name  
(Print Name)

\_\_\_\_\_  
Employee's Signature                      Date

\_\_\_\_\_  
Immediate Supervisor's Name  
(Print Name)

\_\_\_\_\_  
Immediate Supervisor's Signature                      Date

\_\_\_\_\_  
CRB Manager's Name  
(Print Name)

\_\_\_\_\_  
CRB Manager's Signature                      Date

\_\_\_\_\_  
Department Director Print

\_\_\_\_\_  
Department Director Signature                      Date

\_\_\_\_\_  
Human Resources Director Print

\_\_\_\_\_  
Human Resources Director Signature                      Date

\_\_\_\_\_  
City Manager Print

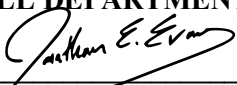
\_\_\_\_\_  
City Manager Signature                      Date

**Departmental Sponsor:**  
**HUMAN RESOURCES DEPT.**

**Policy review date:**

**References:**

**Departments affected:**  
**ALL DEPARTMENT HEADS AND EMPLOYEES**

  
\_\_\_\_\_  
**Jonathan Evans**  
**City Manager**

**3/20/2020**

\_\_\_\_\_  
**Date**