



Telecommuting Policy

Updated June 2021

The City of West Linn considers telecommuting to be a viable alternative work arrangement in cases where position, employee, and supervisor characteristics are best suited to such a arrangements, either temporarily or ongoing. Telecommuting allows an employee to work at home, on the road, or in a satellite location for a portion of their regular workweek. Telecommuting is a voluntary work alternative that may be appropriate for some employees in some positions. It is not an entitlement; it is not a city-wide benefit; and it in no way changes the terms and conditions of employment with the City of West Linn. This alternative work agreement must be mutually agreed to by both the employee and Department Head/supervisor. Employee and Department Head/supervisor will follow the guidelines for telecommuting provided in the Telecommuting Agreement.

To be considered for an alternative telecommuting schedule option, an employee shall submit a written request to his or her supervisor; the employee's otherwise-assigned schedule shall be the default unless an alternative is requested and approved. An employee's request for an alternative schedule option shall be considered. The supervisor will articulate in writing the reasons for a denial as it directly relates to the City's business needs. Denial shall not be arbitrary or capricious.

Telecommuting Agreement

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

City of West Linn & _____, henceforth referred to as "the employee".

Term

The Agreement is in effect from _____ to _____. It may be extended beyond this period if agreed to by City of West Linn and the employee. If extended, this agreement should be reviewed and modified as necessary.

Eligibility and Requirements

- It is desired that the approving Supervisor Remote Team Management course within the past calendar year.
- Employee must not be currently on a work plan or other disciplinary action.
- Employee attitude and work ethic are conducive to a telecommuting management environment.
- The employee will maintain satisfactory performance standards.

NOTE: Eligibility requirements may not be met, in the event of an emergency declaration.

Policies

The employee agrees to abide by all City of West Linn rules and policies, including the City's Personnel Policies, Information Services policies, the intellectual property rights of the City of West Linn, and applicable collective bargaining agreements.

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

- Telecommuting Policy
- Personnel Policy
- Electronic Communications Policy
- Public Records Policy
- TRIM Policy

Work Location & Hours

The employee's telecommuting location is: _____

The employee is approved to telecommute:

Upon approval of manager – no regular telecommuting schedule

The employee is scheduled to telecommute the following days:

Monday Tuesday Wednesday Thursday Friday Saturday Sunday

The employee's core hours on telecommuting days when they are available to manager and coworkers are:

_____ to _____

Describe any additional or alternative work arrangement:

An employee that works from a telecommuting site more than half the time may be required to share office space on their days at the central worksite.

The employee is scheduled to work from the city worksite (non-telecommuting) on:

Monday Tuesday Wednesday Thursday Friday Saturday Sunday

The employee's core hours at the central worksite are:

_____ to _____

In the event the city office is closed due to weather or other emergency, the employee is to continue working from the telecommuting location until instructed otherwise by manager.

Specific Job Tasks

(If telecommuting is limited to specific tasks, projects, or types of work describe them here.)

Compensation & Benefits

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

Nonexempt employees will record all hours worked in accordance with regular timekeeping practices.

Hourly employees may not work overtime from the telecommuting location without prior approval from their Department Head/supervisor. With such approval, overtime will be paid at the standard overtime rate.

Employee is responsible for tax consequences related to telecommuting.

Communication

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

- Notify their manager and coworkers of any change in the posted telecommuting schedule
- Be available to manager and coworkers by telephone and email during core hours
- Return calls and emails in a timely manner
- Communication with manager – such as on a daily, weekly basis

The telecommuting employee will agree with their manager on a plan for receiving assignments, returning assignments, and reporting to the manager on telecommuting days.

The employee will maintain contact with their work unit and colleagues, including attending meetings on telecommuting days when requested to do so by their manager.

Equipment Requirements & Expenses

Technology equipment:

- Minimum Telecommuting Requirements
 - Broadband high speed internet service
 - IT department to qualify speed & type of broadband product
 - Appropriate work surface/environment for city issued technology
 - Free from environment damage (water, dust,..)
 - Environmentally controlled (Cooling & Heat)
 - Comfortable/ergonomic
- Short Term / Long Term Intermittent Telecommuting
 - Computing Resource
 - City Supplied Computer
OR
 - Staff Member Owned Computer- Subject to IT evaluation for Performance attributes
 - Phone Resource
 - Soft Phone & Headset
OR
 - City Supplied Desk Phone

OR

- City Provided Cell Phone

OR

- Staff Member Owned Cell Phone

- Long Term Full Telecommuting,
 - Computing Resource
 - City Supplied Computer
 - Phone Resource
 - Soft Phone & Headset
- OR
- City Supplied Desk Phone

Only City of West Linn-owned software may be installed in City of West Linn-owned equipment. The employee may not install or download any other software without approval.

All software used for telecommuting, whether owned by the City of West Linn or the employee must be properly licensed by the software manufacturer, and its use conform to the software manufactures end user licensing agreement (EULA)

The employee may not be allowed to use their own software, and will not be required to “purchase” software in order to telecommute. If new software is required for telecommuting, it will be provided by the City of West Linn.

The employee is responsible for ongoing operating costs, such as telephone service fees, Internet fees, utility costs, homeowner’s or renter’s insurance and furniture or equipment rental fees unless the City of West Linn agrees in writing to pay for or reimburse such costs.

Other equipment:

The employee and Department Head/supervisor shall determine the minimum equipment necessary for the employee to complete assignments from the remote location in a timely, efficient, and professional manner. In determining which equipment (if any) shall be provided by the City of West Linn, the manager may consult other departments within the City of West Linn as to appropriateness and availability. Any equipment provided by the City of West Linn must be properly inventoried and listed in this agreement, and this agreement must be kept updated if equipment is returned or if new equipment is assigned. The employee is required to return any City of West Linn property upon request.

The City of West Linn will maintain all equipment owned by the City of West Linn. The employee will not perform maintenance or repairs on City of West Linn-owned equipment. The employee is responsible for all maintenance and repairs of employee-owned equipment.

The employee should never purchase or rent equipment, services, or supplies on the assumption that the City of West Linn will reimburse the cost. Prior manager approval should be obtained.

Damage or theft of COWL equipment that occurs outside the employee's control will be covered by COWL. COWL does not assume liability for loss, damage, or wear of employee-owned equipment.

Equipment	Provided By:		Notes:
	Employee	City of West Linn	
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Information Security

The employee working from an alternate work location must ensure the following:

- The protection of City of West Linn 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 being used for uploading or downloading data.
- Sensitive information in hardcopy form is returned to the office or shredded.
- All work is backed-up according to City of West Linn procedures.
- The employee agrees to follow the City of West Linn's guidelines pertaining to the handling of public records.

Intellectual Property

Products, records, documents, inventions and discoveries made while telecommuting are the property of the City of West Linn. The employee is expected to comply with the City of West Linn's policies regarding inventions and copyrights regardless of the work location or whether work was performed on equipment owned by the City of West Linn or the employee.

Safety

The 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.

The alternate work location is considered an official City of West Linn worksite for purposes of worker's compensation. The employee must report any injury to their manager immediately. Worker's compensation does not cover accidents to family members or other third parties at the telecommuting site.

Limitations

Telecommuters must observe the following limitations when working from the telecommuting site:

- Employees cannot meet with clients at the telecommuting site.
- Employees cannot operate a business or work for another employer during work hours.
- Employees cannot use City of West Linn equipment for personal use.
- Employees cannot allow others to use City of West Linn equipment or access the City of West Linn network.
- Employees cannot have sole responsibility for providing dependent care during work hours except under special conditions approved by the manager. Exceptions will be made for employees with caregiving responsibilities in accordance with State and Federal law.

Termination

The agreement is not a guarantee of employment, and can be terminated at any time by either City of West Linn or employee. A telecommuting arrangement may never be allowed to continue if it is detrimental to work quality, customer service, the department, or the City of West Linn. In such

situations the manager will make a good faith effort to work with the employee to resolve the situation, but if the problem cannot be resolved, the manager has a responsibility to terminate the agreement.

In the event this agreement is terminated prematurely (before the agreed upon date of termination), the manager will make every attempt to provide sufficient notice to allow the employee to make appropriate dependent care or transportation arrangements.

The City of West Linn will not be held responsible for costs, damages or losses to the employee resulting from termination of the agreement.

Agreement

This Agreement may be amended at any time by City of West Linn. A copy of this agreement and any addendums or amendments will be provided to the employee and placed in the employee's personnel file.

EMPLOYEE: By signing, the employee states they have read, understood, and agree to the terms and conditions of this agreement:

Employee Signature

Date

MANAGER: By signing this statement, the manager agrees to work with the employee to implement telecommuting as described in the telecommuting policy and this agreement.

Manager Signature

Date

(Other Signatories as necessary: e.g. HR Director, Department Director, IT Director)