

TELECOMMUTING POLICY

03/2020

PURPOSE

Telecommuting allows employees to work at home, on the road or in a satellite location for all or part of their workweek. The Town of Windsor considers telecommuting to be a viable, flexible work option when both the employee and the job are suited to such an arrangement. Telecommuting may be appropriate for some employees and jobs but not for others. Telecommuting is not an entitlement nor is it a Town-wide benefit. It does not change the terms and conditions of employment with the Town of Windsor.

ARRANGEMENTS

Telecommuting can be an informal arrangement, such as working from home for a short-term project or on the road during business travel, or a formal arrangement with a set schedule working away from the office. Either an employee or a supervisor/manager can suggest telecommuting as a possible work arrangement.

Any telecommuting arrangement made will be on a trial basis for the first three months and may be discontinued at will and/or at any time at the request of either the telecommuter or the Town. Every effort will be made to provide 30 days' notice of such change to accommodate commuting, child care and other issues that may arise from the termination of a telecommuting arrangement. There may be instances, however, when no notice is possible.

ELIGIBILITY

Individuals requesting formal telecommuting arrangements must be employed with the Town of Windsor for a minimum of 12 months of continuous, regular employment and must have a satisfactory performance record.

Before entering into any telecommuting agreement, the employee and supervisor/manager, with the assistance of the human resource division, will evaluate the suitability of such an arrangement, reviewing the following areas:

- **Employee suitability.** The employee and supervisor/manager will assess the needs and work habits of the employee, compared to traits customarily recognized as appropriate for successful telecommuters.
- **Job responsibilities.** The employee and supervisor/manager will discuss the job responsibilities and determine if the job is appropriate for a telecommuting arrangement.
- **Equipment needs, workspace design considerations and scheduling issues.** The employee and supervisor/manager will review the physical workspace needs and the appropriate location for the telecommuting work to be accomplished.



- **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.

If the employee and supervisor/manager agree, and the human resource division concurs, a draft telecommuting agreement will be prepared and signed by all parties, and a three-month trial period will commence.

Evaluation of telecommuter performance during the trial period will include regular interaction by phone and e-mail between the employee and the supervisor/manager, and weekly face-to-face meetings to discuss work progress and problems. At the end of the trial period, the employee and supervisor/manager will each complete an evaluation of the arrangement and make recommendations for continuance or modifications. Evaluation of telecommuter performance beyond the trial period will be consistent with that received by employees working at the office in both content and frequency but will focus on work output and completion of objectives rather than on time-based performance.

An appropriate level of communication between the telecommuter and supervisor/manager will be agreed to as part of the discussion process and will be more formal during the trial period. After conclusion of the trial period, the supervisor/manager and telecommuter will communicate at a level consistent with employees working at the office or in a manner and frequency that is appropriate for the job and the individuals involved.

EQUIPMENT

On a case-by-case basis, the Town of Windsor will determine, with information supplied by the employee and the supervisor/manager, the appropriate equipment needs (including hardware, software, modems, phone and data lines and other office equipment) for each telecommuting arrangement. The human resource and information system divisions will serve as resources in this matter. Equipment supplied by the Town will be maintained by the Town. Equipment supplied by the employee, if deemed appropriate by the Town, will be maintained by the employee. The Town of Windsor accepts no responsibility for damage or repairs to employee-owned equipment. The Town of Windsor reserves the right to make determinations as to appropriate equipment, subject to change at any time. Equipment supplied by the Town is to be used for business purposes only. The telecommuter must sign an inventory of all Town property received and agree to take appropriate action to protect the items from damage or theft. Upon termination of employment, all Town property will be returned to the Town, unless other arrangements have been made.

The Town of Windsor will supply the employee with appropriate office supplies (pens, paper, etc.) as deemed necessary. The Town will also reimburse the employee for business-related expenses, such as phone calls and shipping costs, that are reasonably incurred in carrying out the employee's job.

The employee will establish an appropriate work environment within his or her home for work purposes. The Town will not be responsible for costs associated with the setup of the employee's home



office, such as remodeling, furniture or lighting, nor for repairs or modifications to the home office space.

SECURITY

Consistent with the Town's expectations of information security for employees working at the office, telecommuting employees will be expected to ensure the protection of proprietary Town and customer information accessible from their home office. Steps include the use of locked file cabinets and desks, regular password maintenance, and any other measures appropriate for the job and the environment.

SAFETY

Employees are expected to maintain their home workspace in a safe manner, free from safety hazards. The Town will provide each telecommuter with a safety checklist that must be completed at least twice per year. Injuries sustained by the employee in a home office location and in conjunction with his or her regular work duties are normally covered by the Town's workers' compensation policy. Telecommuting employees are responsible for notifying the employer of such injuries as soon as practicable. The employee is liable for any injuries sustained by visitors to his or her home worksite.

Telecommuting is not designed to be a replacement for appropriate child care. Although an individual employee's schedule may be modified to accommodate child care needs, the focus of the arrangement must remain on job performance and meeting business demands. Prospective telecommuters are encouraged to discuss expectations of telecommuting with family members prior to entering a trial period.

TIME WORKED

Telecommuting employees who are not exempt from the overtime requirements of the Fair Labor Standards Act will be required to accurately record all hours worked using the Town's time-keeping system. Hours worked in excess of those scheduled per day and per workweek require the advance approval of the telecommuter's supervisor/manager. Failure to comply with this requirement may result in the immediate termination of the telecommuting agreement.

AD HOC (TEMPORARY) ARRANGEMENTS

Temporary telecommuting arrangements may be approved for circumstances such as inclement weather, emergency circumstances, special projects or business travel. These arrangements are approved on an as-needed basis only, with no expectation of ongoing continuance.

Other informal, short-term arrangements may be made for employees on family or medical leave to the extent practical for the employee and the Town and with the consent of the employee's health care provider, if appropriate.

All informal telecommuting arrangements are made on a case-by-case basis, focusing first on the business needs of the organization.

RESOURCES

In establishing telecommuting arrangements, departments/divisions should apply the general guidelines below.

GENERAL TELECOMMUTING GUIDELINES:

- A telecommuting agreement should be voluntary. No employee should be required to telecommute with the expectation of Ad Hoc Arrangements. In addition, the Town of Windsor is not required to enter into a telecommuting agreement with an employee.
- The arrangement must be in the best interest of the Town of Windsor. It should benefit or at least not cause significant problems for the department/division as well as the employee. In evaluating benefits to the department, these are some factors to consider:
 - Does the nature of the work lend itself to telecommuting?

Jobs that entail working alone or working with equipment that can be kept at the alternate work site are often suitable for telecommuting.

Jobs that require physical presence to perform effectively are normally not suitable for telecommuting.
 - What potential costs and savings are expected?

Equipment costs may be saved at the office. However, costs may be incurred at the alternate worksite, depending on the nature of the agreement. For example, the department may need to buy, or support the costs of maintaining a computer or cell phone. Staffing costs may be saved if the arrangement helps the department/division to recruit or retain a valued employee, or if the employee becomes more productive as a result of the new work arrangement.
 - Is the employee a good candidate for telecommuting?

Telecommuting during the probationary period is not usually a good idea, because of the need to clarify job responsibilities, establish relationships with co-workers and clients, and assess suitability for continued employment. Some work requires constant interaction with co-workers. Telecommuting by one employee may affect the workload or the productivity of others.

Employees who have performance problems, or who require close supervision, are not good candidates for telecommuting.

Some employees are not comfortable with physical isolation from other employees, or do not work well independently, or cannot create a home workspace that is safe (for them for Town equipment and files) and is free from distractions.

Sometimes employees who telecommute feel that they are “out of the loop” and are overlooked when it comes to various kinds of workplace opportunities. For this reason, and others, telecommuting should be done only one or two days a week unless special circumstances warrant more days per week.
- The focus in telecommuting arrangements must be on results. The supervisor should communicate in advance what assignments or tasks are appropriate to be performed at the

telecommuting site, and what assessment techniques will be used to measure success in meeting performance standards.

- The agreement should be as specific as possible. It should include:
 - Days and hours the employee is expected to be working in the department.
 - Hours the employee is expected to be working and reachable at the telecommuting site.
 - Methods of contact (such as dedicated phone line, voice mail, email, videoconference, etc.)
 - Times and frequency of contact.
 - Who owns and maintains the required equipment and supplies.
 - Who pays for on-going expenses, such as phone lines and data.
 - A statement that the employee agrees to maintain a safe work environment, and that the employee agrees to hold the Town harmless for injury to others at the telecommuting location.
 - A statement that the employee agrees to provide a secure location for Town-owned equipment and materials, and will not use, or allow others to use, such equipment for purposes other than Town business; and that the Town is entitled to reasonable access to its equipment and materials.
 - A statement that Management retains the right to modify the agreement on a temporary basis as a result of business necessity or as a result of an employee request supported by the supervisor.
 - A statement that the arrangement is voluntary, and may be terminated at any time by either party, with specified notice.
- The agreement should be in writing and should be signed and dated by the employee, the supervisor, and the department head or designee. A copy should be given to the employee; the original should be kept in the employee's personnel file.
- Questions should be directed to the Human Resources division, as appropriate.

MODEL TELECOMMUTING AGREEMENT

This agreement specifies the conditions applicable to an arrangement for performing work at an alternate work site on a regular basis. The supervisor/manager and employee should go over the model agreement together, print out and sign the completed form, and keep copies for departmental and employee records.

DEVELOPING A PROPOSAL FOR A TELECOMMUTING AGREEMENT

- Determine what arrangement would best meet your needs:
 - Where do you propose to work (home, alternate site)?
 - What schedule would you like (days and hours at work office/telecommuting site)?
 - Which of your duties do you propose to perform at the telecommuting site? Which do you propose to perform in the department?
 - If only a minor adjustment can be made to your work arrangements, what adjustment would be most valuable to you? (Examples: telecommute one day a week; be available to come in on short notice; suspend telecommuting during busiest times of the year.)

- Anticipate what problems this arrangement may cause for the organization. Include the effect on your own assignment and how your role affects others, both internally and externally.
- Try to work out potential solutions to these concerns:
 - How will you communicate with your supervisor, co-workers, clients?
 - How will materials be kept readily available to those who need access?
 - How will you be able to respond to emergencies or other unexpected events in your department?
 - How will you assure the security of Town materials and equipment?
 - Can you provide a workplace that is as safe as your departmental work site, so as to minimize the likelihood of injury?
- Outline ways in which your proposed arrangement might benefit the Town.
 - Will service hours be extended?
 - Will you be more productive? In what ways, and how will this be measured?
 - Will your department be able to free up equipment and space?
- Come up with a plan that addresses your own concerns and, to the extent that you can, those you anticipate from your supervisor, co-workers, and clients.
- Request a meeting with your supervisor to explain what arrangements you would like and why. Discuss possibilities with your supervisor; actively listen and be prepared to revise your plan.
- Suggest a trial period for 3 months.
- Develop a plan and timetable for monitoring the effectiveness of the arrangement.



TELECOMMUTING SIGNATURE AUTHORIZATION FORM

By signing below, you acknowledge the receipt of the Telecommuting Policy as listed above. You further acknowledge that you have read, understand, and accept the policy in its entirety. This Signature Authorization Form will become part of your personnel record.

Any complaints about the application of the policy to the workplace should be brought to the attention of the Human Resources Division.

The complaint should be submitted in writing and identify specific objections. The Town of Windsor will investigate the complaint and resolve it in accordance with the policy.

No employee shall suffer any form of retaliation for raising a complaint or asking a question about this policy.

STATEMENT OF UNDERSTANDING

I have read and fully understand the terms of this policy.

I understand that any violation of this Telecommuting Policy will be subject to disciplinary action, up to and including, termination of employment.

I understand that the Town of Windsor reserves the right to make changes to this policy as may be required.

Signature

Date

Printed Name