

 MUNICIPALITY OF ANCHORAGE POLICY / PROCEDURE	P&P No. 40-40	Page 1 of 7
	Effective Date: 10/07/2021	
Subject: TELECOMMUTING POLICY	Supersedes No. 40-40	Dated: 3/13/2020
	Approved by: 	

1. PURPOSE

The purpose of this policy and procedure is to provide direction and guidance to establish telecommuting arrangements for employees of the Municipality of Anchorage.

2. POLICY

Municipality policy permits telecommuting on a case-by-case basis, as deemed appropriate by department directors and the Human Resources Department, so long as employee performance and delivery of services are not compromised or otherwise impaired. Telecommuting is an arrangement established first and foremost to facilitate the accomplishment of work. It is a privilege, not a right.

3. ORGANIZATIONS AFFECTED

This policy applies to all Municipal agencies and only to non-represented employees. Any application of this policy to a represented employee must be established by a Letter of Agreement between the Municipality and the employee's union.

4. REFERENCES

N/A

5. DEFINITIONS

- a. Remote worksite - an ergonomic appropriate workspace with adequate light, telephone and internet service, power, privacy, and temperature control. Employees' telecommute locations will be their primary residence, as specified in their Telecommuting Work Agreement (TWA), unless otherwise approved by the Human Resources Director in the TWA.
- b. Routine telecommuting - when an employee works from a remote worksite, as part of a regular and ongoing schedule, pursuant to a TWA. Routine telecommuting should only be a portion of the employee's workweek schedule, subject to management discretion. Employees will not be permitted to telecommute for one-hundred percent (100%) of their scheduled weekly hours. Routine telecommuting is not a substitute for leave taken due to illness or injury, annual leave, Workers' Compensation Injury Leave, or other leave, except when management determines it is operationally necessary.
- c. Situational telecommuting - when an employee works from a remote worksite on a case-by-case basis, where the hours worked were not part of a previously approved TWA. Approval of situational telecommuting should be a rare occurrence. Situational telecommuting is not a substitute for leave taken due to

illness or injury, annual leave, Workers' Compensation Injury Leave, or other leave, except when management determines it is operationally necessary. All situational telecommuting must be approved by the Agency Director and consistent with the business and operational needs of the Municipality.

- d. Telecommuting Work Agreement (TWA) - is the form employees use in order to apply for telecommuting. Once a TWA is approved, the employee cannot deviate from the TWA unless a new TWA is submitted and approved.

The signed TWA form shall include:

- i. A description of the work hours and work to be accomplished, including clearly defined performance requirements that are measurable and results-oriented;
- ii. A clear and concise work schedule detailing the employee's workweek, including the days each week the employee will work at their assigned physical Municipal work location and the days each week the employee will telecommute.
- iii. A telephone number and the remote work location address where the employee can be reached during the agreed-upon work hours;
- iv. If Municipal equipment is used at the remote worksite, a record of such equipment;
- v. An agreement by the employee to maintain a safe and secure work environment and to allow the Municipality to verify its safety and security, upon reasonable notice; and
- vi. A clear delineation of whether overtime is allowed with prior written authorization or is strictly prohibited.

A TWA template is attached as Appendix A.

6. RESPONSIBILITIES

a. Employees

- i. Telecommuting is a privilege provided at management's exclusive discretion; it is neither a right nor a benefit.
- ii. Employees are prohibited from telecommuting outside the State of Alaska except as specified below.
- iii. Employees are responsible for providing remote worksite furniture and equipment and should maintain a clean and safe workspace. The Municipality will not pay operating costs, maintenance, system upgrades, or other incidental costs (i.e. utilities, telephone, or internet access) associated with the use of an employee's remote worksite.
- iv. Employees may not telecommute from locations other than the physical work location address approved in the TWA.

- v. Telecommuting is not a substitute for dependent care. Employees shall continue to arrange for child/dependent care to the same extent and degree they would if they were at the workplace.
- vi. The Municipality retains ownership of any documents, records or other work product produced while working remotely. The employee must use Municipal email when telecommuting and may not use a personal email account to conduct Municipal business.
- vii. Telecommuting employees shall attend meetings in person, unless they receive a specific exemption. Travel to and from the remote worksite to attend work-related meetings and events is not reimbursable. Commuting to and from their physical Municipal work location does not qualify for mileage reimbursement or for any other travel reimbursement.
- viii. All employees will still be expected to report to their physical Municipal work location for in-person meetings and supervisor updates, as determined by their supervisor, regardless of their telecommute schedule. Employees may be called into work at their physical Municipal work location at any time, with reasonable notice, including on days when they have been previously approved to telecommute.
- ix. Telecommuting employees shall not incur overtime without prior written authorization from their supervisor.
- x. Employees working alternative work schedules, such as 4/10s and 9/80s, are prohibited from telecommuting unless they obtain special approval by the Human Resources Director.
- xi. Telecommuting employees shall be available during work hours established in their TWA. Absences (including unavailability during work hours) must be pre-approved and accounted for with leave, as appropriate.
- xii. Liability
 1. It shall be employees' responsibility to determine any income tax implications of maintaining a home office area. The Municipality will not provide tax guidance, nor will the Municipality assume any additional tax liabilities.
 2. The Municipality is not liable for injuries, including of family members, at the remote worksite. The Municipality is not liable for damages to the employee's personal or real property at the remote worksite.
 3. Except for workers compensation, employees shall indemnify, defend, save and hold harmless the Municipality from any claim, lawsuit or liability, including costs and attorney's fees allegedly arising from loss, damage, or injury to persons or property occurring in the course of the employee's performance under a TWA.
 4. Employees are responsible for protecting Municipal equipment from damage and unauthorized use. Employees shall be responsible for notifying their supervisor immediately of any damage, theft or loss of any issued Municipal property. In the event of equipment theft, employees shall

immediately report the incident to law enforcement. Municipal equipment will be used only by the employee to complete Municipal work. It is not for personal use by the employees or their family members. All use of Municipal equipment must comply with Municipal policy.

xiii. Workers Compensation

- i. Employees are covered by workers compensation during the performance of official Municipal business at the remote worksite during work hours. Employees must report work-related injuries immediately to their supervisor and must comply with all Municipal and State of Alaska requirements for reporting such claims.

xiv. ADA

- i. Requests subject to the American with Disabilities Act or the Family Medical Leave Act shall continue to be handled by the ADA Coordinator in the Human Resources Department.

b. Supervisors

- i. Supervisors should provide this policy to any employee expressing interest in telecommuting.
- ii. Upon receipt of a telecommuting request, Supervisors shall assess the suitability of an employee and the suitability of the employee's position pursuant to the established criteria below. Public facing positions, receptionist positions, and customer service positions are not eligible for telecommuting. Any Municipal equipment necessary for telecommuting must be purchased using the Municipal procurement process.
- iii. Supervisors shall ensure adequate office coverage at all times. Employees will not be permitted to telecommute for one-hundred percent (100%) of their scheduled weekly hours. Coverage requires someone present in the office who can adequately resolve an issue in a timely manner. In order to ensure adequate office coverage, when approving TWA plans supervisors must consider absences due to leave, training, holidays, and alternate work schedules. Supervisors may vary the terms of the TWA to ensure adequate coverage for these specific circumstances, depending on operational needs. Supervisors may require an employee who is telecommuting to report to a physical Municipal work location for emergency staffing needs and coverage.
- iv. Telecommute assignments will not be based on the individual circumstances of employees, including, but not limited to, light duty status, childcare needs, place of residence, or other personal circumstances. Additionally, all employees are still required and expected to complete the essential functions of their positions, regardless of their telecommuting status.
- v. Supervisors are required to maintain daily contact with the telecommuting employees they supervise.
- vi. Supervisors of telecommuting employees shall monitor employees' compliance with their respective TWAs; adherence to relevant municipal policies and time accountability; fulfillment of performance standards; and

expectations for work product. Supervisors are responsible for providing employees clear direction on assignments and project expectations. Supervisors must have daily contact with telecommuting employees.

- c. Upon receipt of a TWA, the Agency Head shall assess the suitability of the employee and the suitability of the employee's position, pursuant to the established criteria below.
- d. Human Resources Director

The Human Resources Director has the sole discretion to designate positions and individual employees suitable for telecommuting. The expectation is that there will be no disruption of service or decline in the quality of services provided by the Municipality. If there is such a disruption of, or decline in, the quality of services, the relevant TWA may be revoked.

7. PROCEDURE

- a. Routine telecommuting approval process
 - i. Employees who plan to submit a request to telecommute must first discuss the request with their immediate supervisor.
 - ii. If the employees' immediate supervisor does not support the request to telecommute, the request will be denied.
 - iii. If the employees' immediate supervisor supports the request to telecommute, the supervisor will fill out a TWA and submit the TWA to the Agency Head.
 - iv. If the Agency Head approves the proposed TWA, the Agency Head will forward the TWA to the Human Resources Director.
 - v. If the Human Resources Director (or designee) approves the TWA, the TWA becomes effective on the date the TWA is signed by the Human Resources Director (or designee).
 - vi. A TWA must be approved by the Human Resources Director (or designee) before the employee can begin telecommuting. A copy of the approved TWA must be placed in the employee's personnel file.
 - vii. All TWAs must contain a signed acknowledgment by the employees that management has the right to initiate, amend, terminate, or suspend a telecommuting arrangement at any time.
 - viii. All TWAs must contain a signed acknowledgment by the employee that supervisors can suspend TWAs for employees who use them to enable or facilitate child/dependent care.
- b. Telecommuting approval criteria
 - i. Position suitability
 - 1. Work does not require frequent supervision of other employees;
 - 2. Collaboration and communication with colleagues can be conducted virtually;

3. Work does not have in-person job duties, does not have public facing/customer service job requirements, and the Municipal office's hours of operation are not negatively impacted by telecommuting;
 4. Work output and quality is not impacted by location;
 5. Work is not dependent on specialty equipment, tools, materials, and settings that cannot be addressed remotely; and
 6. Work does not depend on handling of secure/confidential materials.
- c. Employee eligibility
- i. The employee must consistently demonstrate work habits that are well-suited to telecommuting, including but not limited to: self-motivation, self-discipline, the ability to work independently, manage distractions, meet deadlines, and a demonstrated record of meeting established performance expectations;
 - ii. Whether the employee supervises other employees. Employees who supervise represented employees are prohibited from telecommuting;
 - iii. The employee must have a fixed, secure telecommute location; and
 - iv. The employee must have the technical capacity to work remotely, including equipment, consistent internet connection, electricity, phone reception, ability to keep sensitive or confidential materials secure, etc.
 - v. An employee is not eligible to telecommute if:
 1. The employee has received formal discipline or a performance improvement plan during the previous 2 years; or
 2. The employee currently is under investigation for allegations of misconduct; or
 3. The employee has not completed their probationary period.
- d. Renewing a TWA
- i. An initial TWA authorizes telecommuting for up to six months.
 - ii. After the initial six-month period, an employee must submit an updated TWA annually, and/or whenever there is a major change in job duties or job performance, in order for the TWA to remain in effect.
 - iii. It is the employee's responsibility to ensure the TWA is current and approved. Failure to maintain a current TWA will result in loss of telecommuting privileges.
 1. The Municipality may alter, amend, cancel, rescind, or terminate a TWA at any time, regardless of when the TWA was approved. Employees have no continued expectation to telecommute.
- e. Cancelling a TWA
- i. The TWA may be cancelled by the employee in consultation with the employee's supervisor.

APPENDIX A – SAMPLE TELECOMMUTING WORK AGREEMENT

Employee name:	ID No.
Department:	Date received by HR:

TELECOMMUTING AGREEMENT

A. This agreement specifies the conditions applicable to an arrangement for performing work at an alternate worksite. The agreement begins on _____ and continues until _____. The Municipality reserves the right to alter or terminate this agreement at any time.

1. Days and hours when the employee is normally expected to be in the department are:

Monday from _____ to _____

Tuesday from _____ to _____

Wednesday from _____ to _____

Thursday from _____ to _____

Friday from _____ to _____

Saturday from _____ to _____

Sunday from _____ to _____

2. The address of the remote worksite is _____.

When at the remote worksite, the employee can be reached by phone at (907) - _____. Days and hours when the employee will normally work at this alternate worksite are:

Monday from _____ to _____

Tuesday from _____ to _____

Wednesday from _____ to _____

Thursday from _____ to _____

Friday from _____ to _____

Saturday from _____ to _____

Sunday from _____ to _____

3. Additional hours involving overtime at any worksite must be approved in writing and in advance by the supervisor.

Overtime prohibited.

Overtime allowed as follows:

_____.

4. Does this position supervise any represented employees? If so, will working remotely result in any overtime for any represented employees who may be required to fill in for the supervisor? Please explain:

5. Duties and assignments authorized to be performed at the remote worksite are [SPECIFY: duties (include a description of the work to be accomplished as well as clearly defined performance requirements that are measurable and results oriented)]:

The supervisor reserves the right to assign work as necessary at any worksite.

6. Recognizing that effective communication is essential for this arrangement to be successful, the following methods and times of communicating are agreed upon [SPECIFY: who (include backup and

emergency contacts), when, how often, during what time frames, how (phone, email , fax, etc.)]:

7. The employee agrees to remain available during designated shift hours, and understands that management retains the right to modify this agreement as a result of business necessity.
8. Regarding space and equipment purchase, set-up, and maintenance, the following is agreed upon [SPECIFY: equipment, software and supplies needed at remote worksite and who is responsible for the cost etc., for each piece of equipment, furniture, phones, etc.]:

9. The employee agrees to use Municipal-owned equipment, records, and materials solely for purposes of Municipality business, and to protect them against unauthorized or accidental access, use, modification, destruction, or disclosure. The employee agrees to report to the supervisor instances of loss, damage, or unauthorized access at the earliest reasonable opportunity.

Authorized Municipal equipment:

10. Other Considerations, Special Circumstances, or Exceptions to Telecommuting Policy (please explain any other factors that are not addressed above):

11. The employee understands that all equipment, records, and materials provided by the Municipality shall remain the property of the Municipality. The employee is responsible for protecting Municipal property from damage and unauthorized use.
12. The employee agrees to return to the Municipality all Municipal equipment, records, and materials immediately upon termination of this agreement. All Municipal equipment will be returned to the Municipality by the employee for inspection, repair, replacement, or repossession upon request.
13. The employee agrees that any documents, records, or other work product produced while working remotely is the property of the Municipality.
14. The employee agrees to return to the Municipality all documents or other work product created by the employee upon termination of this agreement.
15. The employee agrees to maintain a safe and secure work environment. The employee shall indemnify, defend, save and hold the Municipality harmless from any claim, lawsuit or liability, including costs and attorney's fees allegedly arising from loss, damage or injury to persons or property occurring in the course of the employee's performance under this agreement.
16. The employee agrees to report work-related injuries to the supervisor at the earliest reasonable opportunity, but not later than 10 days after the injury.
17. The employee understands that his/her personal vehicle will not be used for Municipal business unless specifically authorized by the supervisor.

18. The employee understands that, unless explicitly authorized in writing, she/he may not take or have in his/her possession confidential records or confidential work information at a remote worksite. If explicitly authorized in writing, the explicit authorization must include the signature of the Human Resources Director.
19. The employee understands that all obligations, responsibilities, terms and conditions of employment with the Municipality remain unchanged, except those obligations and responsibilities specifically addressed in this agreement. Employee remains obligated to comply with all federal, state and municipal laws, rules, policies, and instructions.
20. The employee understands that she/he is responsible for tax consequences, if any, of this arrangement, and for conformance with local laws, local zoning regulations, or building codes.
- 21. Employee understands and agrees that she/he has no right to continue to work at the remote worksite, and the Municipality, at its discretion, may alter or terminate the agreement at any time.**

I hereby affirm by my signature that I have read this Telecommuting Agreement, and understand and agree to all of its provisions.

_____ Employee and Date

_____ Supervisor and Date

_____ Department Head and Date

_____ Human Resources Director & Date