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

2. **POLICY**
   It is the policy of the Municipality to permit telecommuting on a case-by-case basis as determined appropriate without diminishing services or employee performance. Telecommuting is an arrangement established first and foremost to facilitate the accomplishment of work.

3. **ORGANIZATIONS AFFECTED**
   This policy applies to all Municipal agencies and only to non-represented employees. Any application of this policy to represented members must be by Letter of Agreement between the Municipality and the member's union.

4. **REFERENCES**
   N/A

5. **DEFINITIONS**
   
   *Remote worksite* is an ergonomic appropriate workspace with adequate light, telephone and internet service, power, privacy, and temperature control.

   *Routine telecommuting* is when an employee works from a remote worksite as part of a regular and ongoing schedule pursuant to an approved Telecommuting Work Agreement (TWA). Routine telecommuting should generally be only a portion of the employee's work schedule subject to management discretion.

   *Situational telecommuting* is 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. Reasons may include inclement weather, public health crisis, or special work assignment. These agreements may also be referred to as episodic, intermittent, unscheduled, or *ad hoc* telecommuting. These types of agreements require only supervisor approval and not a TWA, unless the employee is a represented employee, in which case a Letter of Agreement between the Municipality and the union is still required.

   *Telecommuting Work Agreement* (TWA) is the form employees use in order to be eligible for telecommuting.

   The TWA form shall include: (1) A description of the work hours and work to be accomplished, including clearly defined performance requirements that are measurable
and results oriented; (2) a telephone number where the employee can be reached at the remote worksite during the agreed-upon work hours; (3) if Municipal equipment is used at the remote worksite, a record of such equipment; (4) 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 (5) a clear delineation of whether overtime is allowed with prior written authorization or strictly prohibited.

A template of a TWA form is attached as Appendix A.

6. RESPONSIBILITIES

A. Employees

a. Employees shall understand that telecommuting is an option at the exclusive direction of management, not an employee right or benefit.

b. The employee is 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.

c. Routine telecommuting is not a substitute for dependent care. Employees shall continue to make arrangements for child/dependent care to the same extent as if the employee was in the workplace. However, having dependents at home will not necessarily prohibit an employee from telecommuting. Requests will be reviewed on a case-by-case basis.

d. Telecommuting employees shall understand that 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.

e. Telecommuting employees shall attend meetings in person, unless they receive specific exemption. Travel to and from the remote worksite to attend work-related meetings and events are not reimbursable.

f. Telecommuting employees shall not incur overtime without prior written authorization from their supervisor.

g. 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. Telecommuting while on approved leave needs prior supervisory approval.

h. Liability

i. Employees shall understand that it is their 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.
ii. Employees shall understand that the Municipality is not liable for injuries including 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.

iii. 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.

iv. The employee is responsible for protecting Municipal equipment from damage and unauthorized use. The employee shall be responsible for notifying their supervisor immediately of any damage, theft or loss of any issued Municipal property. In the event of theft of equipment, the employee shall immediately report the theft to law enforcement. Any Municipal-provided equipment will be used only by the employee to complete Municipal work. It is not for personal use by the employee or the employee's family members. All use must comply with Municipal policy.

i. Workers Compensation

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

j. ADA

i. These guidelines do not apply to employees who work remotely as a reasonable accommodation approved under the American with Disabilities Act. 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

a. Supervisors should provide this policy to any employee expressing interest in telecommuting.

b. Upon receipt of a request for telecommuting, Supervisors shall assess the suitability of the employee and the suitability of the employee's position pursuant to established criteria. Any necessary Municipal equipment must be purchased using the Municipal procurement process.

c. Supervisors shall ensure adequate office coverage at all times. Coverage requires someone present in the office who can adequately resolve an issue in a timely manner. Absences due to leave, training, holidays, and alternate work schedules must be addressed when employees and supervisors arrange TWA plans to ensure adequate office coverage. Supervisors may
need to vary the terms of the TWA to ensure adequate coverage for these specific circumstances depending on operational needs.

d. Supervisors of telecommuting employees shall monitor employee compliance with the TWA, relevant municipal policies, performance standards, expectations for work product, productivity, and time accountability. Supervisors are responsible for reviewing and renewing TWAs before they expire. They are responsible for providing employees clear direction on assignment and project expectations.

C. Supervisors may make exceptions to these guidelines on a case-by-case basis. Any significant exceptions should be pre-approved in writing by the Human Resources Director.

   a. Upon receipt of a TWA, the Department Head shall assess the suitability of the employee and the suitability of the employee’s position pursuant to established criteria.

D. Human Resources Director

   a. The Human Resources Director has the sole discretion to designate positions and individual employees suitable for telecommuting. The expectation is there will be no disruption of service or decline in the quality of services provided by the Municipality to the customers served.

7. PROCEDURE

A. Routine telecommuting approval process

   a. Employees who request to telecommute must first discuss the request with their immediate supervisor.

   b. If the employee’s immediate supervisor does not support the employee’s request to telecommute, then the supervisor will deny the request.

   c. If the employee’s immediate supervisor supports the employee’s request to telecommute, the supervisor will fill out a TWA and submit the TWA to the department head.

   d. If the department head approves the proposed TWA, the department head will forward the TWA to the Human Resources Director.

   e. If the Human Resources Director approves the TWA, the TWA becomes effective upon the date the TWA is signed by the Human Resources Director.

   f. A TWA must be approved by the Human Resources Director before the employee can begin teleworking. A copy of the approved TWA must be placed in the employee’s personnel file.

   g. All TWAs must contain an acknowledgment by the employee that management has the right to initiate, amend, terminate, or suspend a telecommuting arrangement at any time.
h. All TWAs must contain an acknowledgment by the employee that supervisors can suspend TWAs for employees who use them to enable child/dependent care.

B. Routine telecommuting approval criteria

a. Position suitability
   i. A high percentage of work can be conducted individually;
   ii. Work does not require frequent supervision of other employees;
   iii. Collaboration and communication with colleagues can be conducted virtually;
   iv. Work does not require frequent in-person or ad hoc collaboration
   v. Work output and quality is not impacted by location (i.e. customer service)
   vi. Work is not dependent on specialty equipment, tools, materials and settings that cannot be addressed remotely; and
   vii. Work does not depend on frequent handling of secure materials.

b. 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 will need to note this in their request to telecommute and may need to obtain additional approval to telecommute from the Human Resources Department;
   iii. The employee must have a consistent telecommute location and know who would potentially have access to that 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 may not be eligible to participate in remote work (subject to management discretion) if:
      1. The employee has received formal discipline or a performance improvement plan during the previous 2 years; or
      2. The employee is currently under investigation for allegations of misconduct; or
      3. The employee has not completed their probationary period.

c. Mutual benefits to Municipality and employee
C. Renewing a TWA
   a. An initial TWA authorizes telecommuting for up to six months.
   b. After the initial six-month period, to remain in effect the TWA must be discussed and renewed at least annually, and/or whenever there is a major change in job duties or job performance.

D. Cancelling a TWA
   a. The TWA may be cancelled by the employee in consultation with the employee’s supervisor.
   b. Management may cancel the agreement and instruct the employee to resume working at the duty location at any time.

8. **ANNUAL REVIEW DATE/LEAD REVIEW AGENCY**

   This policy shall be reviewed as needed by Human Resources.
APPENDIX A – SAMPLE TELECOMMUTING WORK AGREEMENT

<table>
<thead>
<tr>
<th>Employee name:</th>
<th>ID No.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Department:</td>
<td>Date received by HR:</td>
</tr>
</tbody>
</table>

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 ____________

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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