

# Section 4: Professional Workplace

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## Policy #2: Telecommuting

Effective Date: July 1, 2011

### I. Purpose

The Town of Mooresville is interested in telecommuting as a method of staff retention through work/life balance, attracting quality recruits, retaining quality employees, improving productivity and reducing absenteeism. Telecommuting is available in cases where individual, job and supervisor characteristics are best suited to such an arrangement.

### II. Scope

This policy shall apply to all persons holding a paid position as an employee of the Town, except the Town Manager, Town Attorney, a member of any appointed or volunteer board or committee, or any others that may be excluded by the Town Board. For this purpose, and subject to the exceptions set out herein, Town employees shall be defined as those employees in departments and offices for which the Town Board serves as the final budget authority.

### III. Background

Telecommuting allows an employee to work at home, on the road, or in a satellite location for all or part of their regular workweek. Telecommuting is a voluntary work alternative that may be appropriate for some employees and some jobs. Telecommuting can be informal, such as working from home for a short-term project or on the road during business travel, or formal, as will be described below. Other informal, short-term arrangements may be made for employees on family or medical leave, to the extent practical for the employee and the organization, 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 on the business needs of the Town first. Such informal arrangements are not the focus of this policy.

### IV. Definitions

None

### V. Legislation

None

## **VI. Policy**

It is the policy of the Town to consider employees for telecommuting on a case-by-case basis, where this arrangement has been shown to accomplish both work and personal goals, to provide coverage for individual department operations and to serve the Town as a whole with increased productivity at no expense to quality output.

## **VII. Provisions**

### **A. General**

- i. Any telecommuting arrangement made requires completion of a Telecommuting Agreement (Attachment A), will be on a trial basis for the first 3 months, and may be discontinued, at will, at any time at the request of either the telecommuter or the Town.
- ii. Telecommuting is a privilege, not an entitlement; or a town-wide benefit; and it in no way changes the terms and conditions of employment with the Town of Mooresville. While telecommuting is an important and attractive work option for Town employees, the Town maintains the authority to determine when and if telecommuting is appropriate and suitable for a position and an employee. Telecommuting should not be construed as a reasonable accommodation for the purposes of the Americans with Disabilities Act, Rehabilitation Act or any other federal, state or local regulation. Approval for the telecommuting arrangement rests collectively with the Department Director, the Director of Human Resources and the Town Manager.

### **B. Work Criteria**

The nature of the tasks, in terms of work performed and services provided, is the initial consideration in determining whether telecommuting is a possibility for a particular position. No specific positions are excluded from telecommuting; however, the following factors related to the nature and function of the job must be considered:

- i. Some or all of the work activities are portable and can be performed effectively while working away from the official work site. The defined tasks do not require access to equipment or to materials that cannot be moved from the official work site and they do not require the presence of supervision.

- ii. The employee's participation in the telecommuting program will not adversely affect the department's ability to meet and/or exceed customers' needs.
- iii. The position does not require daily unscheduled face-to-face contact with other employees or the public at the primary work location. Many positions include some duties which involve autonomous and independent tasks. Some positions may involve a high frequency of field work which can be performed while telecommuting.
- iv. The position includes activities that will benefit from quiet or uninterrupted time.
- v. The technology needed to perform the tasks is available.
- vi. Clear work objectives have been identified for the job.

#### C. Employee Criteria

To be successful as a telecommuter, employees need to possess several attributes which indicate they can work well with this type of arrangement. Employees who are considered good candidates for a telecommuting arrangement should possess or exhibit the following characteristics:

- i. Be able to work independently without close supervision.
- ii. Have the ability to prioritize work effectively and utilize good time management skills.
- iii. Be effective at meeting deadlines and possess proactive communication and planning skills.
- iv. Be disciplined, reliable, professionally motivated, and show a high sense of responsibility in accomplishing work assignments.
- v. Have exhibited performance that "meets expectations," in accordance with the Town's performance appraisal process.

#### D. Equipment and Supplies

Employees and Department Directors should discuss equipment, supplies or support needs prior to initiating an Agreement. The Town purchase of new equipment or support items is at the discretion of the Department Director and contingent upon the availability of department funding to support the request.

- i. As a general rule, the Town will provide portable computer equipment, basic office supplies (pens, paper, pencils) and reimbursement or payment for any work-related long distance calls while telecommuting. The employee will be responsible for transporting and installing the equipment at the alternate work site, and bringing the Town equipment to the office for service or repairs. The Town will repair equipment that is damaged in the normal course of work. Intentional damage or the loss of the equipment will be the responsibility of the employee. The Town of Mooresville accepts no responsibility for damage or repairs to employee-owned equipment. The Town reserves the right to make determinations as to appropriate equipment, subject to change at any time.
- ii. Equipment supplied by the Town is to be used for business purposes only. The telecommuter should sign an inventory of all office property and agrees 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.
- iii. As a general rule, if working from home, the employee will pay the cost of obtaining internet service, preferably broadband service where available, and basic telephone service. It is expected that the employee can be reached by telephone at the remote site if necessary. Should there be a telephone or an internet service outage at either the remote or primary office location while telecommuting during the expected work hours, the employee should contact his/her supervisor as soon as possible to discuss most appropriate course of action. If a wireless home network is used for internet service, the employee must ensure proper security devices are in place which enables encryption to protect the security of Town files and information.
- iv. Other potential support needs may be identified as necessary to perform the tasks, such a printer or a file cabinet to store confidential records or documents. These items may be provided by the Town at the discretion of the Department Director based on the merits of individual situations.

#### E. Confidentiality

The employee must maintain appropriate confidentiality of all work-related information, including written documents, electronic files, and verbal transactions. Written information must be maintained in a file box or cabinet and the employee is responsible for maintaining security of automated data. Any verbal transactions, including phone conversations will be conducted in a private area. The employee is responsible for ensuring that third-parties do not have access to any confidential, client-related information.

#### F. Work Environment

The employee will establish an appropriate work environment within their home for work purposes. The Town of Mooresville will not be responsible for costs associated with initial setup of the employee's home office such as remodeling, furniture or lighting, nor for repairs or modifications to the home office space. Employees will be offered appropriate assistance in setting up a work station designed for safe, comfortable work.

After equipment has been set-up, a designated representative of the Town of Mooresville will visit the employee's home work site to inspect for possible work hazards and suggest modifications. Repeat 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 addressed by the Town's workers' compensation policy. Telecommuting employees are responsible for notifying the Town of such injuries in accordance with the Town's Safety Policy. The employee is liable for any injuries sustained by visitors to their work site.

#### G. Work Schedule

The employee and supervisor 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. Telecommuting arrangements may be seasonal in nature. The employee agrees to be accessible by phone or computer within a reasonable time period during the agreed upon work schedule. In addition, the employee may be required to come in for on-site meetings on days and times that would normally be considered telecommuting days.

Telecommuting employees who are not exempt from the overtime requirements of the Fair Labor Standards Act will be required to record all hours worked in a manner designated by the Town. Telecommuting employees will be held to a higher standard of compliance than office-based employees due to the nature of the work arrangement. Hours worked in excess of those specified per day and per work week, in accordance with state and federal requirements will require the advance approval of the supervisor. Failure to comply with this requirement can result in the immediate cessation of the telecommuting agreement.

#### H. Trial Period

If the employee and Department Director agree, and the Director of Human Resources and Town Manager concurs, a draft telecommuting agreement will be prepared and signed by all parties and a 3 month trial period will commence.

Evaluation of telecommuter performance during the trial period will include daily interaction by phone and e-mail between the employee and the manager, and weekly

face-to-face meetings to discuss work progress and problems. At the conclusion of the trial period the employee and Department Director 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 time-based performance.

An appropriate level of communication between the telecommuter and supervisor 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 Department Director and telecommuter will communicate at a level consistent with employees working at the office or in a manner and frequency that seems appropriate for the job and the individuals involved.

#### I. Miscellaneous

- i. The responsibility for tax and other legal implications for the business use of the employee's home based on IRS and state and local government restrictions rests solely with the employee.
- ii. 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 Town demands. Prospective telecommuters are encouraged to discuss expectations of telecommuting with family members prior to entering into a trial period.
- iii. Employees entering into a telecommuting agreement may be required to forfeit use of a personal office or workstation in favor of a shared arrangement to maximize organization office space needs.
- iv. The employee is expected to provide the same high level of prompt, courteous and dependable service to both internal and external customers while telecommuting. Days spent and work accomplished from a remote location should appear seamless to the public.
- v. The Town of Mooresville may modify any portion of the telecommuting agreement if necessary. Each agreement needs to be reviewed/renewed annually to ensure there is continued benefit to both the Town and the employee. It is also recommended that telecommuting agreements be reviewed by the employee and the Department Director in situations where the work assignments or the employee's supervisor has changed.
- vi. The availability of telecommuting as a flexible work arrangement for employees of the Town of Mooresville can be discontinued at any time at the discretion of the employer. Every effort will be made to provide 30 days notice of such a change to accommodate commuting, child care and

other problems that may arise from such a change. There may be instances, however, where no notice is possible.

**VIII. Authorization**

Approved by:

Erskine Smith  
Town Manager

July 1, 2011  
Date

**ATTACHMENT A**

**TOWN OF MOORESVILLE TELECOMMUTING AGREEMENT**

This agreement is between the Town of Mooresville (the "Town") and

Employee's Name: \_\_\_\_\_ (the "Employee")

Employee's Position: \_\_\_\_\_

Effective Date: \_\_\_\_\_

Telecommuting Location: \_\_\_\_\_

(Street Address)

\_\_\_\_\_

(Town, State, Zip Code)

\_\_\_\_\_

(Telephone)

If this Agreement is part of a telecommuting trial or if the Department Director has agreed to this Telecommuting Agreement for a predetermined period, the termination date of this Agreement is no later than \_\_\_\_\_.

The parties agree as follows:



Article One: Scope of the Agreement

The Town of Mooresville and the employee agree that, with the approval of the Department Director, the employee may perform assigned work at locations other than the employee's customary office in the Department of \_\_\_\_\_. This agreement does not create a contract of employment. The terms and conditions of employment are governed by all applicable rules, laws, policies and regulations, this agreement notwithstanding. If any conflict exists between this document and any rules, policies, laws and regulations, the rules, policies, laws, and regulations shall govern.

Specific conditions relating to the employee's work will be determined by the employee and the employee's immediate supervisor to include the tasks or assignments to be completed while telecommuting. The Telecommuting Agreement is not a basis for changing the employee's salary, job responsibilities and/or benefits.

Core telecommuting work hours and location are as follows:

<b>Day</b>	<b>Hours</b>	<b>Location</b>
Monday		
Tuesday		
Wednesday		
Thursday		
Friday		
Saturday		
Sunday		

Situational telecommuting must submit a work schedule for supervisor approval as needed.

The employee agrees to be available during the hours of 8:30 A.M. to 5:00 P.M., or an alternative schedule as defined by his/her supervisor, on standard Town work days to respond to calls, messages, or other communications directed to the employee at the telecommuting location. At the supervisors' discretion, the employee may be required to report in person to the Town office or other designated locations for meetings and other Town-related events.

For purposes of data collection, please provide the following information for your commute:

- The number of miles driven round-trip between home and work is: \_\_\_\_\_
- On average, the number of minutes spent commuting from home to work is:  
\_\_\_\_\_
- On average, the number of minutes spent commuting from work to home is:  
\_\_\_\_\_

#### Article Two: Work Space

If working from home, the employee agrees to provide a designated work space at the telecommuting location identified above for the purpose of performing work for the Town. The employee further agrees to maintain the telecommuting location in a safe and responsible manner, including ensuring that the location is in compliance with all applicable building codes. The employee agrees that the Town will be under no obligation to maintain or repair any structure at the telecommuting location or the work space contained therein. All maintenance of the remote structure is the responsibility of the employee. The employee agrees not to conduct face-to-face meetings at the telecommuting location.

The employee will apply approved safeguards to protect department records from unauthorized disclosure or damage. Work done at the alternate work site is considered official Town business. All records, papers, and correspondence must be safeguarded and returned to the official location. Automated files are considered official records and must be protected from unauthorized use or disclosure. Phone contacts related to confidential information will be conducted in a private area. Any employee working within a department defined as a covered entity per the Health Insurance Portability and Accountability Act (HIPAA) must also sign and include the Safety and Security Agreement.

#### Article Three: Telecommuting Equipment

All equipment, supplies or other property provided by the Town under this Agreement remain the property of the Town. The employee must take reasonable and prudent precautions to protect Town equipment against damage, loss or abuse while in the employee's custody. Town equipment must be used for official business only. Town equipment is serviced and repaired by the Town. The Town assumes no responsibility for employee-provided equipment and will not service or repair such equipment.

#### Article Four: Liability

The determination of compensability for remote work site injuries/occupational disease shall be determined like any other off site location for purposes of Worker's Compensation. The employee agrees to notify the supervisor immediately of any accident or injury that occurs at the alternate work site and to comply with Town policies covering on the job injury. The employee understands that the Town will not be liable for any injuries to third parties or for damages to an employee's personal or real property while the employee is working at the approved remote location.

The employee who is telecommuting from a home location is strongly advised to maintain homeowner's or occupant's insurance coverage.

#### Article Five: Dependent Care

Both parties agree that telecommuting is NOT designed to be a replacement for appropriate child or dependent care. If a child or dependent is present during scheduled work hours, the employee agrees to make arrangements for the care of that child or dependent. The focus of the telecommuting arrangement is job performance and meeting Town demands.

#### Article Six: Travel Expenses

The employee will be reimbursed for private mileage when private cars are used for business purposes in accordance with Town policies. Use of private cars for attendance at office meetings or reporting to work at the Town office location will not be reimbursed.

#### Article Seven: Work Expectations

Consistent with this agreement, the employee pledges to make every good faith effort to perform the work required as a telecommuting in a proactive, professional manner, maintaining standards of quality and service established by the Town. The employee further pledges to follow required work schedules and procedures as outlined by the Town. The employee acknowledges by signing this agreement that he/she is subject to the same performance standards and is expected to satisfy all job responsibilities and performance requirements of his or her position. The employee agrees to meet with management as often as management requests to review this Agreement, the employee's performance, and any other reason as deemed appropriate by his or her supervisor. The employee further acknowledges that his/her performance must remain in the category of "Meets Expectations" or above to remain in the telecommuting arrangement.

I have read this Agreement and the Town Telecommuting Guidelines and agree to the obligations, responsibilities and conditions described in both documents.

_____	_____	_____
Employee Name	Employee Signature	Date

**Approved By:**

_____	_____	_____
Department Director Name	Department Director Signature	Date

_____	_____	_____
Town Manager Name	Town Manager Signature	Date

_____	_____	_____
HR Director Name	HR Director Signature	Date