


City of Sammamish

Policies and Procedures

Subject: Teleworking	
Department: City Manager	
Policy Number: CM-04.1	
Effective Date: 03/31/2022	Supersedes: CM-04
City Manager Approval: <i>David L. Rudat</i>	Legal Review: 

1. PURPOSE

Establish policies and procedures for the City of Sammamish's ("City's") teleworking program in order to:

- Attract and retain a diverse and talented work force;
- Strengthen the resiliency and productivity of the City's work force;
- Reduce operational costs without sacrificing quality of services;
- Reduce the City's carbon footprint and mitigate traffic congestion; and
- Promote the health, safety, and wellbeing of employees.

Departments shall manage their workforces in accordance with this policy and implement consistent and equitable teleworking arrangements for eligible positions. Participation in the telework program is voluntary; no employee is entitled to or guaranteed the opportunity to telework.

2. APPLICABILITY

This policy applies to all City employees. Departments may have additional teleworking rules or requirements due to the nature of their work. In the event any provision of this policy conflicts with an applicable provision of a collective bargaining agreement, the latter shall prevail.

3. DEFINITIONS

3.1 Telework

A formal work arrangement that allows an employee to perform work, during their approved work schedule, at a location different from their City worksite by using technology that allows access to normal work material (e.g. email, telephone, and electronic documents).

3.1.1 Regular Telework

An employee works one or more days each workweek from a remote worksite instead of commuting to their City worksite. Requires an approved Telework Agreement on file with the Human Resources ("HR") Department.

3.1.2 Ad Hoc Telework

An employee works from their remote worksite on an ad hoc basis for short-term and/or for specific reasons (including health reasons, inclement weather, City business travel, or during emergency events). Ad hoc telework must be approved in writing by the employee's supervisor on a case-by-case basis. Ad hoc telework may last a maximum of 80 hours per circumstance leading to the need to ad hoc telework, otherwise a Telework Agreement must be completed and approved.

3.2 City Worksite

City Hall, Maintenance & Operation Center (MOC) or other location where the employee's office is located or where the employee is assigned to work on a permanent basis when not teleworking.

3.3 Remote Worksite

The employee's home office or other workspace apart from the employee's City worksite.

3.4 Reasonable Accommodation

A telework arrangement may be approved as a form of reasonable accommodation. The HR Department is responsible for processing reasonable accommodation requests.

4. ELIGIBILITY

Directors are responsible for determining whether a position is appropriate for teleworking and whether the employee has demonstrated the characteristics needed to telework effectively. A non-exhaustive list of position and employee considerations is provided below. Teleworking arrangements shall not negatively impact the delivery of public services and programs.

4.1 Position Considerations

When evaluating the suitability of a position for telework, the director should consider whether the position has some or all of the following characteristics:

- Its essential duties can be performed remotely;
- It is primarily information-based and focuses on internal-facing tasks, such as writing, reading, research, phone calls, data analysis, and data entry;
- It is not primarily external-facing or service-based, such as positions that must be readily available on a face-to-face basis to address problems or to deliver services;
- It does not require ongoing access to equipment, materials, or files that can only be accessed at the City worksite;
- It resolves routine problems independently; and/or
- Its workflow can be controlled and work product measured.

The list above is not exclusive, and the director may consider other relevant factors when determining the suitability of a position for telework. Externally-facing positions requiring regular in-person contact/customer service or that rely upon specific equipment or supplies to

work on-site may be excluded from consideration for telework arrangements, or they may be considered for a more limited teleworking schedule.

4.2 Employee Considerations

Certain employees may be better suited than others to manage the unique requirements of teleworking. When evaluating a telework request, directors should consider whether the employee has demonstrated the ability to:

- Prioritize work to meet deadlines;
- Accomplish job duties with minimal supervision;
- Understand their role and expectations;
- Be organized, highly disciplined and self-motivated;
- Communicate effectively with clients, stakeholders, and team members; and
- Manage time effectively.

The list above is not exclusive, and the director may consider other relevant factors when determining the suitability of an employee for telework. The employee should also be able to meet the other requirements of this policy, such as the requirement to have a safe remote workspace that is free from hazards and interruptions.

4.3 Other Considerations

The specific work required of a position or employee may change over time in response to seasonal workflow demands, staff team changes, special assignments, or other factors. Therefore, teleworking arrangements may be appropriate at certain times and not others.

5. WORK SCHEDULE

The employee must follow the work schedule assigned by their supervisor. The number of hours worked per day does not change during telework. The rules around reporting of hours for overtime eligible or overtime exempt employees do not change with telework.

5.1 Leave

Teleworking is not a replacement for the use of leave. Teleworkers will be required to use leave as they would if they were in the office (for example: if you would take leave to attend a non-work appointment, you would take leave while teleworking).

6. RESPONSIBILITIES

The following responsibilities shall apply in addition to the responsibilities covered elsewhere in this policy.

6.1 Employees

6.1.1 Employees will be available to attend in-person meetings and other in-person reporting requirements as needed. Requirements for in-person attendance can override regular telework work schedules. When possible, Supervisors will provide advance notice of in-

person attendance requirements that deviate from the employee's established telework schedule.

- 6.1.2** Teleworkers must arrange with their supervisor for coverage of on-site job demands that arise on teleworking days. If this coverage cannot be achieved, the teleworker will report to their City worksite. Teleworking must not become a burden to co-workers who work in the office.
- 6.1.3** Employees who telework are expected to be available during their work hours via normal communication channels, including email, phone, and Microsoft Teams. It is up to the employee and supervisor to determine the communication strategy and outline it in the Telework Agreement.
- 6.1.4** Employees are expected to use good judgment and conduct themselves in a professional manner during all virtual interactions. This includes using appropriate language and content in chat functions, ensuring background noises are minimized and non-disruptive, and virtual backgrounds are professional. Employees should dress appropriately to appear on video and be prepared to activate their video during calls if requested.
- 6.1.5** Employees who telework understand they are required to meet the performance expectations of the position and abide by all City policies, procedures, and rules that govern their employment with the City. In addition, employees must read and understand the requirements listed in this policy and the Telework Agreement.

6.2 Supervisors

- 6.2.1** The supervisor shall set expectations for the teleworking employee related to telework arrangement and job performance. Expectations for timely completion of work to established standards, attendance at meetings, responsiveness to customers, and other performance criteria are the same for teleworking and non-teleworking employees. Supervisors should apply the same performance standards to employees regardless of work location.
- 6.2.2** The supervisor must review the employee's work product regularly to ensure expectations are continually being met.
- 6.2.3** The supervisor should coordinate with supervisors in other departments when setting telework schedules to ensure the number of staff teleworking on each day of the week is relatively constant.

7. REMOTE WORKSITE

7.1 Safety

Employees are responsible for ensuring the work environment is safe and free from hazards, regardless of the work location.

7.2 Workspace

The employee must have a working environment that is free of interruptions and distractions. Telework is not a substitute for child or other dependent care. Teleworkers shall make or maintain childcare, adult care, or similar personal arrangements to permit concentration on work assignments during agreed upon work hours.

7.3 Meetings

The teleworker will not hold in-person business visits or meetings with professional colleagues, customers, or the public at the remote worksite. Teleworking employees are encouraged to hold these meetings at City facilities but may utilize other settings that are appropriate for the type of business being conducted (for example: a job site or coffee shop).

7.4 Location

Teleworking employees may be called to report to their City workspace on a regularly scheduled teleworking day; therefore, all employees must reside in Washington State and their remote worksite must be within a reasonable distance to their City worksite to respond to workplace reporting requirements.

Employees may telework from alternate locations outside their remote worksite, provided those locations are also within a reasonable distance to their City worksite and meet the other requirements of this policy. Employees wishing to temporarily telework from locations outside a reasonable distance to their City work site shall obtain prior approval from their supervisor pursuant to subsection 7.4.1.

“Reasonable distance” will be determined by the department director based on departmental business needs.

7.4.1 Out-of-State & International Work

Temporary travel outside of Washington or internationally while teleworking shall be at the department director’s discretion. Before approving a request under this subsection, the director shall consult with HR on the proposed teleworking location and with IT on technology needs and security. The director shall have the authority to temporarily modify the employee’s regular teleworking schedule to allow the travel to occur.

The approval or denial of a request under this subsection shall be in writing. Approval of a request under this subsection shall set forth the duration of the out-of-state or international travel. If the employee is traveling to a time zone outside of the Pacific Time Zone, approval of a request under this subsection shall specify the portion of the employee’s workday that must be worked within the City’s local business hours of Monday through Friday 8:30 a.m. to 5:00 p.m. Before leaving for international travel, employees must also have an approved International Travel Technology Safety Approval form, which is available from HR upon request.

An employee who is approved to temporarily telecommute from out-of-state is highly

encouraged to seek professional advice on the potential impacts of any employee taxes and deductions required because they work out of state.

7.5 Inspection

The telecommuter's remote workspace is considered an extension of the City workspace. To ensure safe working conditions exist, the City will retain the right to make on-site inspections at mutually agreed upon times.

8. TELEWORK EQUIPMENT

8.1 City Responsibilities

The City shall provide the following equipment and services that support the employee's ability to telework effectively:

- A City-issued computer, monitor, and peripherals;
- Access to software and City systems necessary to perform the job duties;
- General office supplies (such as paper and pens);
- Routine maintenance and repair of City-issued equipment; and
- Any other specialized equipment needed to complete the employee's standard work or for reasonable accommodation.

Additional equipment that an employee needs for their remote workspace requires the approval of the department director.

8.2 Employee Responsibilities

Unless otherwise stated in this policy, all other costs - such as in-home internet service, utilities, furniture, homeowner's insurance, and other unapproved out-of-pocket expenses - are the responsibility of the employee.

8.3 Repairs

The City will repair and maintain any equipment owned by the City. If technical support cannot be provided remotely, the teleworker is responsible for safely transporting such equipment to their City worksite for repair or maintenance. Employees are responsible for the maintenance and repair of their personal equipment.

8.4 Security & Confidentiality

The employee must ensure that City-owned equipment will be well cared for, secure, not used by anyone other than employee, and returned when no longer needed.

9. WORK TRAVEL

9.1 Commuting vs. Work Travel

When an employee is required to report to the City worksite at the beginning of their scheduled teleworking workday, the travel time between the employee's remote worksite and the City worksite will be considered their normal commute and the time will not be compensable; similarly, if an employee ends their scheduled teleworking workday at the City worksite, the drive home afterward is their normal commute.

When an employee begins their scheduled teleworking workday by performing work at the remote worksite and is then required to report to the City worksite mid-shift, the time spent traveling between the remote worksite and the City worksite will be considered hours worked. If the employee then returns to the remote worksite to complete their scheduled teleworking shift, the time spent traveling between the City worksite and the remote worksite will be considered hours worked.

9.2 Use of Personal Vehicles for City Business

Please see the City's Fleet Management Policy for information on the use of personal vehicles for City business.

10. WORKERS' COMPENSATION

An employee's work-related injuries at the remote worksite, during agreed-upon working hours, are likely to be covered by Workers' Compensation. Employees are required to report any work-related illness or injury to their supervisor immediately.

Workers' Compensation does not apply to non-job-related injuries that occur in an employee's home or injuries sustained during a commute trip in the employee's personal vehicle; and it does not cover claims for injuries to third parties, including members of the employee's family, or damage to property that occurs on the telecommuting employee's premises.

11. EMERGENCIES

In the event of a federal, state, or local declaration of emergency, stay-at-home order, or other emergency, the City Manager may temporarily waive certain requirements of this policy to ensure employee safety and continuity of operations.

12. TELEWORKING AGREEMENT

As a pre-condition to teleworking, the employee shall review and sign a Teleworking Agreement to certify their understanding of, and agreement with, the terms of this policy. Completed Agreements shall be submitted to HR and include:

- The expected days of the week the employee will be teleworking;
- The address of the employee's expected remote worksite (usually the employee's home), plus any regular alternative work sites; and

- The work expectations of the teleworking employee and any specific safety and security responsibilities.

The Telework Agreement is not a guarantee of employment and can be terminated at any time by either the City or employee. A telework arrangement will not be allowed to continue if it is detrimental to work quality, customer service, the work unit, or the organization.

12.1 Approval Process

The supervisor and employee must complete and sign the Teleworking Agreement before sending it to their department director for review. The director must sign and submit the Agreement to HR for it to take effect.

12.2 Changes

Supervisors and employees should review the Telework Agreement on a regular basis; during the annual performance review process at a minimum and immediately in instances where performance concerns are identified. If the Agreement is changed, the supervisor and employee will sign the updated Agreement and send it to their department director. The director must sign and submit the updated Agreement to HR for it to take effect.

12.3 Termination

Supervisors have the responsibility to evaluate Telework Agreements and determine if termination of an Agreement is necessary. The supervisor shall forward their recommendation to terminate an Agreement to the department director who will make the final determination. The reason for the termination must be documented and submitted to HR prior to the effective date of the termination. It is recommended that two weeks' notice be given when possible to allow the employee to make appropriate arrangements.

An employee has no property or vested right to telework and does not acquire such a right by being provided the opportunity to telework for any period of time. Teleworking should not be considered indefinite and should be reassessed annually, or on a regular basis by the supervisor.

Teleworking Agreement



The City of Sammamish (City) supports teleworking and allows directors to implement such arrangements when appropriate under the City’s Teleworking Policy. This *Teleworking Agreement* documents the parameters for equipment and/or working conditions for the employee to telecommute. The Telework Agreement is not a guarantee of employment and can be terminated at any time by either the City or employee. Please refer to the City’s Teleworking Policy for complete information on the City’s teleworking program.

Employee Name		Employee Classification	
Employee Department		Employee Supervisor	
<input type="checkbox"/> Non-Represented/Non-Union	<input type="checkbox"/> FLSA Exempt (Salaried)	Teleworking Start Date	
<input type="checkbox"/> Represented/Union:	<input type="checkbox"/> Non-Exempt (Hourly)		
Primary Telework Site Address	Alternate Telework Sites	Teleworking End Date	
		<input type="checkbox"/> <input type="checkbox"/> Ongoing	

Teleworking Schedule					
Select expected telework days	Mon	Tue	Wed	Thu	Fri
Week 1	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Week 2	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Schedule notes:					

A. GENERAL

I AGREE:

1. I have read, understand, and will abide by the City’s Teleworking Policy.
2. My department director has the authority to continue or discontinue this Teleworking Agreement at any time. Continuing this agreement beyond the listed end date will require a new signed Teleworking Agreement.
3. I will meet the performance expectations and work rules my supervisor has listed in this Agreement along with all other expectations in order for the Teleworking Agreement to continue.
4. I am required to report in-person to the City worksite when requested by my supervisor and that in-person attendance requirements can override my regular telework work schedule.
5. I have no property or vested right to telework and I do not acquire such a right by being provided the opportunity to telework for any period of time.

B. EQUIPMENT & SOFTWARE

I AGREE:

1. To promptly return all City-owned software, equipment and documents when requested.
2. To obtain prior approval for any additional teleworking equipment or service expenses. Approved equipment will be paid for or reimbursed for by the City and is considered City property.

C. SECURITY

I AGREE:

1. To maintain the confidentiality of all City information and documents, prevent unauthorized access to any City system or information, and dispose of work-related documents in a manner that will not jeopardize the interests of the City.
2. The City has the right to monitor all information generated and actions performed using remote access technology while I am teleworking.
3. I am responsible for all activity originating from my account credentials (username and password).

D. WORKING CONDITIONS APPLICABLE TO ALL EMPLOYEES

I AGREE:

1. To be available and responsive during scheduled work hours.
2. My duties, obligations, and responsibilities as a teleworking employee are the same as office-based workers, including my obligation to respond to my voicemail, e-mail and other messages in a timely manner.
3. While teleworking, I will work at the above-listed locations during my teleworking work schedule, unless I have received prior approval to temporarily work elsewhere.
4. I will request and use leave time while teleworking in the same way I would if I were in the office.
5. I am responsible for maintaining a safe and functional working environment during my teleworking work time. Workers' Compensation will not apply to non-job-related injuries that occur in the home. I, not the City, remain responsible for injuries to third parties, including members of my family on my premises.
6. In the event of a job-related incident or accident during teleworking hours, I need to report the incident to my supervisor as soon as possible and follow established procedures to report and investigate workplace injuries or incidents.
7. I will allow home office inspections conducted by the City if there are safety and ergonomic workplace concerns or if a job-related incident or accident has occurred.
8. I will not hold in-person business meetings with internal or external clients or customers at my residence.
9. I will not conduct any non-City work during my teleworking work schedule.

E. WORKING CONDITIONS APPLICABLE TO HOURLY EMPLOYEES ONLY

I AGREE:

1. As an overtime-eligible ("hourly") employee under the FLSA, I understand that teleworking and accessing work remotely, including checking email on my phone is considered work time. Therefore, I will only do so during my scheduled hours, unless I have preapproval to work beyond my normal scheduled hours.
2. To take my meal break and rest breaks during my teleworking work time.
3. To accurately my record hours worked while teleworking.

F. SUPERVISOR'S WORK RULES AND EXPECTATIONS

I AGREE:

To abide by the following work rules and expectations that my supervisor has identified below and which I have discussed with my supervisor.

Supervisor's work rules and expectations of employee while teleworking:

G. AGREEMENT

I have read, understood, and agree to the above Telework Agreement terms and conditions. I understand and accept the expectations and rules identified by my supervisor. This teleworking arrangement is not to be considered indefinite and will be reassessed annually or on a regular basis by my manager/supervisor. I will abide by the City's Teleworking Policy. My signature below signifies my understanding, agreement, and acceptance.

Employee's Signature	Date

Supervisor's Signature	Date

DEPARTMENT DIRECTOR APPROVAL

<input type="checkbox"/> Approved <input type="checkbox"/> Denied	Director/Designee Name	Director/Designee Signature	Date

<i>If request is denied, state reason:</i>

Return completed Teleworking Agreement to Human Resources (HR@Sammamish.us)
