


Chief Administrative Office	Date of Issue	Expiration Date	No.
POLICY MEMORANDUM	June 1, 2021	NA	59
TO: ALL Divisions and Departments	SUBJECT:		
SIGNATURE: 	Telecommuting Policy		

**CITY OF LEXINGTON TELECOMMUTING PROGRAM POLICY DOCUMENT**

The Telecommuting Program shall be governed by the policies and procedures described below.

Telecommuting allows employees to work at home, on the road or in a satellite location for all or part of their workweek. LFUCG 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, it is not a government-wide benefit, and it in no way changes the terms and conditions of employment with LFUCG.

**1. General**

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

Unless LFUCG requires an employee to work from home, telecommuting arrangements may be discontinued at will and at any time at the request of either the telecommuter or the supervisor. Every effort will be made to provide thirty (30) days' notice of such change to accommodate commuting and/or other issues that may arise from the termination of a telecommuting arrangement. There may be instances, however, when no notice is possible.

**2. Program Participation**

Before entering into any telecommuting agreement, the employee and supervisor will evaluate the suitability of such an arrangement, reviewing the following areas:

- Employee suitability: The employee and supervisor 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 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 will review the physical workspace needs (e.g. computer, video conference capability, phone, adequate and reliable internet connectivity, etc.) and the appropriate location for the telework.
- 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 agree to move forward with a telecommuting arrangement, or if LFUCG requires the employee to work from home, they should complete the Telecommuting Program Agreement Form and review at

least once per year to ensure the form reflects any changes, including but not limited to work location, work schedule, LFUCG-issued equipment, workplan and productivity measurement.

The Supervisor's evaluation of telecommuter performance during the first three months should include regular interaction by phone and e-mail with the employee, and weekly face-to-face or videoconference meetings to discuss work progress and problems. At the end of the three-month period, evaluate the arrangement with the employee and make recommendations for modifications or continuance of the arrangement. Evaluation of telecommuter performance beyond the first three months 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 will be agreed to as part of the discussion process and will be more formal during the first three months. After conclusion of the trial period, the supervisor 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.

Telecommuting is not designed to be a replacement for appropriate dependent care. Although an individual employee's schedule may be modified to accommodate dependent 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 before they begin telecommuting.

### **3. Equipment and Supplies**

On a case-by-case basis, LFUCG will determine, with information supplied by the employee and the supervisor, the appropriate equipment and network connectivity needs for each telecommuting arrangement. Equipment supplied by LFUCG will be maintained by LFUCG. Equipment supplied by the employee, if deemed appropriate by LFUCG, will be maintained by the employee. LFUCG accepts no responsibility for damage or repairs to employee-owned equipment. LFUCG reserves the right to make determinations as to appropriate equipment (including adequate and reliable internet connectivity), subject to change at any time. Any equipment supplied by LFUCG will be listed on the Telecommuting Agreement form and is to be used for business purposes only. The telecommuter agrees to take appropriate action to protect the equipment from damage or theft. At the end of the employment relationship or termination of telecommuting agreement, the telecommuter must immediately return LFUCG equipment or reimburse LFUCG for the value of the equipment.

Telecommuting employees will establish an appropriate work environment within their home for work purposes. LFUCG 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. LFUCG will supply the employee with appropriate office supplies (pens, paper, etc.) as deemed necessary.

### **4. Data Security**

Consistent with LFUCG's expectations of information security for employees working at the office, telecommuting employees will be expected to ensure the protection of sensitive and confidential 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.

### **5. Safety**

Employees are expected to maintain their home workspace in a safe manner, free from safety hazards. A safety checklist must be completed and included with the Telecommuting Agreement. The Supervisor will collect and maintain the completed checklist. Injuries sustained by employees in a home office location and in conjunction with

their regular work duties are normally covered by LFUCG's workers' compensation policy. Telecommuting employees are responsible for notifying their supervisor of such injuries as soon as practicable. Employees are liable for any injuries sustained by visitors to their home worksite.

## **6. Time Worked**

Telecommuting employees who are not exempt from the overtime requirements of the Fair Labor Standards Act are expected to work their assigned schedules, including start times, end times, and taking time off for rest breaks and meal periods. They will be required to accurately record all hours worked using LFUCG's time-keeping system. Hours worked outside of their assigned work schedule per day and per workweek require the advance approval of the telecommuter's supervisor. Failure to comply with this requirement may result in the immediate termination of the telecommuting agreement and/or disciplinary action, up to and including termination of employment.

## **7. Office Hoteling**

To accommodate telecommuters who need to work on-site less than three days or less than 24 hours per week, LFUCG is adopting the flexible workplace practice ("Office Hoteling"). Office Hoteling allows employees to use a reservation system to find and claim an office or workstation on an as-needed rather than on the traditional, constantly reserved basis. Actual implementation within our diverse departments, divisions and sections will vary.

## **8. Participation in Telecommuting Studies**

Employees who telecommute will participate in all studies, inquiries, reports and analyses relating to telecommuting.

## **9. Overall Obligation**

Telecommuters are obligated to comply with all LFUCG/Department/Division rules, policies, practices and instructions. The violation of any of these may result in removal from telecommuting and/or disciplinary action, up to and including termination of employment.

## **10. Employee Benefits**

There is no change to existing benefits due to telecommuting. Requests to use sick leave, vacation or other paid or unpaid leave must be approved by telecommuting employees' supervisors in the same manner as if the employees were in the office. Tax deductions and implications due to telecommuting are the employee's responsibility.

## **11. Costs of Telecommuting**

The supervisor shall authorize reimbursement for approved additional cost attributable to the City associated with telecommuting.

## **12. Ad Hoc Arrangements**

Ad hoc telecommuting arrangements may be approved for circumstances such as inclement weather, 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 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 first on LFUCG's business needs.

### **13. Temporary Arrangements**

In the event of an emergency such as a weather disaster or pandemic, LFUCG may allow or require employees to temporarily work from home to ensure business continuity. These employees will be advised of such requirements by their supervisor. Preparations should be made by employees and supervisors well in advance to allow remote work in emergency circumstances. This includes appropriate equipment and network connectivity. The IT department is available to review these equipment needs with employees and to provide support to employees in advance of emergency telework situations.

Employees should not assume any specified period of time for emergency telework arrangements, and LFUCG may require employees to return to regular, in-office work at any time.

### **14. Telecommuting Required**

LFUCG reserves the right to require an employee to work in the office or work from home. When changes are required to meet the City's needs, every effort will be made to provide thirty (30) days' notice to accommodate commuting and/or other issues that may arise. There may be instances, however, when no notice is possible. When employees are required to telecommute, references in this policy document that are contrary to the work at home requirement do not apply.

### **15. Workplace Mandatory Posters**

Telecommuting employees can access US Department of Labor, KY Labor Cabinet, and Lexington-Fayette County's workplace posters online. <http://intranet.lexingtonky.gov/forms-policies-posters/posters>