



TITLE: Remote Work Policy & Agreement		POLICY: HR-758-2021
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MAYOR: <i>Nicola Smith</i> Mayor Nicola Smith	DEPARTMENT DIRECTOR: <i>Evan Chinn</i> Evan Chinn, Human Resources Director	

APPLICABLE TO: All City Employees

POLICY STATEMENT: The City recognizes that a remote work arrangement may be a viable and mutually beneficial option when both the employee and the position are suited for such an arrangement. Remote work helps reduce carbon emissions and commute times, allows for potential increased work/life balance, enhances safety in pandemic and inclement weather situations, and provides more efficient use of resources and communication using technology. In addition, flexibility to allow for regular or intermittent remote work will help employees remain engaged and productive. On a case-by-case basis, the City will consider employee requests to work remotely using the criteria set forth below.

Working remotely is not an entitlement, it is not an employee benefit, and it does not change the terms and conditions of employment with the City. The City reserves the right to terminate a remote work arrangement at any time and will provide reasonable advance notice of the change to the remote work arrangement to accommodate commuting or other issues that may arise.

CITY VISION ALIGNMENT: This policy furthers the goal of to Nurture Operational and Organizational Excellence

PURPOSE: To provide guidance and predictability on remote work arrangements.

DEFINITIONS:

Eligibility: When evaluating a request to work remotely, the City will consider the following eligibility criteria:

- Nature of employee's duties and extent to which duties can be performed effectively working remotely,
- Operational and customer service needs, including the impact on other staff members,
- Equitable distribution of remote work arrangements for similar type work,
- Equipment needs,
- Ability to return to the office on short notice from the remote work location,

- Remote workspace condition, including those affecting safety and security, and
- Other factors relevant to a particular situation.

This remote work policy applies to all Lynnwood staff who meet the above criteria and is not dependent upon length of service or probationary status. However, employees on probationary status may need to be present in the office for onboarding and training.

Intermittent/Situational Remote Work Arrangement: This type of remote work is approved on a case-by-case basis and allows the employee to attend to sporadic household appointment needs, trainings, uninterrupted time for projects, no commute in inclement weather, or other situations where employees can perform work remotely for a short period of time. This type of remote work does not require a Remote Work Agreement Form; however, approval must be documented by e-mail. Situational remote work is not an appropriate substitute for sick leave and may not be used for the employee's own or a family member's, illness, injury, or other circumstance that interferes with the employee's ability to perform their work.

Regular Remote Work Arrangement: This type of remote work arrangement is for predictable remote work that is anticipated to be sustainable on an ongoing basis and meets the operational and customer service needs of the City. This type of remote work requires a Remote Work Agreement Form that will be reviewed and addressed at minimum on an annual basis. Supervisors should consider remote work requests and should do so objectively and fairly on an individual basis and across the work group.

RESPONSIBILITIES:

The employee who is interested in a remote work arrangement will need to:

- Connect with their Supervisor to review the potential for a remote work arrangement.

Supervisors should consider remote work requests and should do so objectively and fairly on an individual basis and across the work group.

The Department Director/Judge should consider work requests and should do so objectively and fairly on an individual basis and across the work group.

Human Resources must review the agreement for compliance with relevant collective bargaining agreements and wage/hour laws.

Technology Requirements

The City will determine, with information supplied by employee and the supervisor or Department Director, the appropriate equipment such as a laptop, monitor, CPU (Central Processing Unit), scanner, mouse, keyboard, etc., for each remote working arrangement.

- Equipment supplied by the City will be maintained by the City, however, it is the employee's responsibility to ensure the equipment is handled and secured to prevent loss, damage, and misuse.
- Equipment supplied by the employee, if deemed appropriate by the City, will be maintained by the employee. The City accepts not responsibility for damage or repairs to employee-owned equipment.
- The City reserves the right to make determinations as to appropriate equipment.

Required Office Supplies

Any office supplies needed for performance of job duties should be obtained from the office. Equipment and supplies provided by the City are to be used for business purposes only.

- Where appropriate, the City may establish shared workspaces. Shared workspaces should be cleaned before and after by users of the workspace. Facilities will clean common areas according to best practices and health department recommendations. Cleaning supplies will be supplied by the City for use to clean on-site City workspaces.

Remote Workspace Requirements

The employee must establish a safe and appropriate remote work environment.

- The City will not be responsible for costs associated with the setup of the employee's remote work location, such as remodeling, furniture, lighting, utilities, rent or insurance, internet connectivity or for repairs or modifications to the remote office space.
- The employee's remote workspace environment should be free from disruptions and distractions that negatively affect attendance and/or the performance of job duties.
 - Remote work should not be used to provide active care for a child or other dependent. Employees should arrange care so as not to interfere with performing the requirements of their position.

Remote Security Requirements

Consistent with the City's expectations of information security for employees working at the office, employees who are working remotely must ensure the protection of proprietary City information and confidential information accessible from their remote work location.

Steps include:

- locking the computer when leaving the work area,
- regular password maintenance,
- installation of updates as they become available,
- secure handling and disposal of physical documentation,
- ensuring secure (password protected) internet service,
- and any other measures appropriate for the job and the environment.

All remote workers are responsible for all activity performed under their City account and must protect against any unauthorized use. If an employee's access login or password has been compromised or if the remote access user's computer, laptop, or

any City owned equipment is lost, stolen, or otherwise compromised, the Information Technology Department must be contacted immediately. City equipment should be used by the employee only.

All e-mail and materials created using remote access privileges are the property of the City and should not be regarded as private communications. Additionally, all e-mail, documents and other materials created using remote access privileges are public records and will fall under the disclosure rules of the Public Records Act.

Remote Safety Requirements

Employees are expected to maintain their workspace in a safe and ergonomically suitable manner, free from safety hazards. Employees are encouraged to request an ergonomic review of their remote workstation from the City Safety Officer. Injuries sustained by the employee in a remote office location and in conjunction with regular work duties are normally covered by the City's workers' compensation policy. Employees working remotely are responsible for notifying their supervisor of any injuries as soon as practical and should complete an Incident Report Form available on the LynnWeb.

Employees should not have work-related persons (non-city employees), vendors, or other customers visit the employee at their remote work site.

If the Mayor advises employees not to report to work or to leave early due to inclement weather, loss of power or other emergency conditions, such time will be considered as paid time off and the employee will not be charged time to accrued vacation or floating holiday leave. If you are working remotely during such time, you may elect to continue to work remotely and be compensated at your regular rate of pay.

Remote Hours Worked and Meal/Rest Periods Requirements

Employees approved to work remotely are expected to work their assigned work schedule unless approved by their supervisor. They must also observe regular lunch and rest periods. For overtime eligible employees, any overtime hours require the advance approval of the employee's supervisor. Failure to comply with this requirement may result in termination of the remote work arrangement. An employee working remotely may be required by their supervisor to maintain a daily log of work activities and/or report their work activities. The employee will follow existing City policies to use paid sick, vacation time, or other accrued leave.

Remote Employee Availability/Responsiveness Requirements

An employee who is working remotely must be available and responsive during regularly scheduled work hours. Regardless of an agreed-upon remote work schedule, if an employee's in-person presence is needed, the employee must remain willing and able to come to the worksite to perform job duties. Supervisors should give at least 24 hours advance notice whenever possible. A request to come to the worksite during regularly scheduled work hours is not considered a schedule change. Reporting to the office from a remote work location is commute time and is non-compensable. For this reason, and due to tax implications, the City will not approve remote work arrangements where the employee's remote work location

would be permanently outside the State of Washington. The City will make a reasonable effort to provide advance notice of any changes to an established Regular remote work schedule, but advance notice will not always be possible. For union represented employees, schedule changes should be made in compliance with the relevant union contract.

Remote Employee Disciplinary Action Requirements

Failure to follow the rules and guidelines stated in this policy may result in progressive disciplinary action up to and including termination and in accordance with the relevant union contract.

PROCEDURES:

1. The employee schedules a time to meet with their supervisor to discuss the potential of a remote work agreement.
2. The employee and the supervisor meet and
 - a. Review the needs of the department and the City connected to the employee's position,
 - b. Determine the type of remote work arrangement that works best for the employee and the department
 - i. For an Intermittent/Situational Remote Agreement, the Remote Work Agreement Form is not required. Approval for this agreement must be documented by e-mail.
 - ii. For a Regular Remote Agreement, the Remote Work Agreement Form is required. The Remote Work Agreement is to be completed by the employee and their supervisor and should outline
 1. How many days of the week the employee will be working remotely,
 2. Whether the employee is seeking to work remotely on a full-time, part-time, or intermittent basis,
 3. Any barriers to the work from home request, and
 4. The employee's remote workspace location and equipment needs.
3. After the employee meets with their supervisor and completes the Remote Work Agreement Form as applicable, the supervisor and the Department Director/Judge will determine if the remote work proposal should be approved, rejected, or approved with modifications. The agreement will need to be forwarded to Human Resources and signed electronically by all parties.
4. The City will determine, with information supplied by employee and the supervisor or Department Director, the appropriate equipment such as a laptop, monitor, CPU (Central Processing Unit), scanner, mouse, keyboard, etc., for each remote working arrangement.
5. The employee will need to obtain any office supplies needed for performance of job duties from the office.
6. The employee must establish a safe and appropriate remote work environment.

City of Lynnwood Remote Work Agreement Form

This Agreement is between the City and _____
(Employee Name and Employee Number)
 who works in _____
(Department)

<u>Employee Remote Work Agreement Information</u>	
Employee Name:	
Job Title:	
Department:	
Supervisor:	
Arrangement request by:	<input type="checkbox"/> Employee <input type="checkbox"/> Employer
Telework Arrangement (select one):	<input type="checkbox"/> 1 Day per Week <input type="checkbox"/> 2 Days per Week <input type="checkbox"/> 3 Days per Week <input type="checkbox"/> 4 Days per Week <input type="checkbox"/> 5 Days per Week <input type="checkbox"/> Other; less than 100% telework but varies per week <input type="checkbox"/> Situational or Intermittent Telework
Address where telework will be performed:	<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> <div style="display: flex; justify-content: space-between; font-size: small;"> (Street Address) (Apt/Unit #) </div> <div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> <div style="display: flex; justify-content: space-between; font-size: small;"> (City) (State) (Zip Code) </div>
Telework arrangement effective dates:	Start Date: End Date:

Work Schedule and Location		
Day of the Week	Work Hours	Work Location (Remote/Office)
Sunday		
Monday		
Tuesday		
Wednesday		
Thursday		
Friday		
Saturday		

1. Employee's job duties, obligations, responsibilities, and conditions of employment with the City remain unchanged during the term of this Agreement, unless modifications are adopted by the City. Employee shall remain subject to all applicable City policies and/or union labor agreement, including all provisions of the Remote Work Policy.

2. Employee's work schedule shall remain as outlined above unless modifications are required or approved by Employee's supervisor(s). Employee shall spend work hours on the performance of work for City Employee shall be reasonably available and responsive during the workday as if Employee were working in the office. Employee may be required to maintain and provide the City with daily activity logs to track work activity. Requests for vacation or other time off will be handled in accordance with the City policies. Non-exempt (overtime-eligible) employees are responsible for observing meal and rest period requirements set forth in the City policies. Overtime hours must be approved in advance by Employee's supervisor.

3. Employee agrees to maintain a safe and ergonomically suitable work environment, to report work-related injuries to management at the earliest opportunity, and to hold the City harmless for injury to others at the remote work location. Employee further agrees to ensure that their remote work environment will support efficient performance of job duties, which includes phone access and internet service that are secure and sufficient to support operational needs.

Employee is responsible for all costs associated with the remote work location, including but not limited to rent, utilities, insurance, internet service, and the like.

Do you have adequate space in your home/telework location to perform the duties of your position?

Yes No

Do you have the following equipment available to you at your home/telework location?

Computer Reliable Internet Access Suitable Workstation and Chair Phone

List any potential barriers that would make teleworking difficult:

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Equipment by Work Location

Specify any equipment or technology the employee will need to telework and whether it will be employee or City provided. In the event of equipment failure or service interruption, the employee must notify the department immediately to discuss alternate assignments or other options. Enter N/A if the item is not used.

Items provided by City, including items purchased by the employee and reimbursed, remain the property of the City and may only be used for city business. Lynnwood City property must meet the expectations for information security, be properly secured, and returned to the City at the end of the teleworking arrangement.

Employees are responsible for loss or damage to City property that is used when teleworking.

Equipment	City Location	Provided by	Telework Location	Provided by	Notes
Laptop					
Docking Station					
Desktop Computer					
iPad/Tablet					
Mouse					
Keyboard					
Monitor(s)					
Desk					
Desk Chair					
Web Cam					
Phone/ Mobile Phone					
Headset/ Microphone					
Power Strip/ Extension Cord					
Printer					
Office Supplies					
Ergonomic Equipment (e.g. keyboard tray, glare filter, foot stool, etc.)					
Other:					

4. The City will provide Employee with the necessary computer, software, and other equipment needed for working remotely, and will be responsible for maintaining such equipment. Employee will be responsible for furnishing the remote workspace. The City will provide office supplies needed to perform job duties. Absent written authorization to purchase supplies directly, Employee will obtain any needed office supplies from the City's office.

5. Employee agrees to provide a secure location for City-owned equipment and materials, and will not use, or allow others to use or access, such equipment, or materials for purposes other than City business. All equipment, records, and materials provided by City shall remain City property and shall be returned to the City at the conclusion of the teleworking arrangement. Employee agrees to allow City reasonable access to its equipment and materials.

6. Employee understands their user account is confidential and that they are responsible for all data viewed, entered, or extracted from the system under their password. The employee agrees that they will not disclose their account information to anyone, use another person's user account, nor attempt to learn another user's code. Further, the employee will agree to not to directly or indirectly, use, disclose or divulge any confidential information obtained by remote access use, except as required in connection with the performance of regular duties, and agrees to keep all such information strictly confidential. If the employee has reason to believe the confidentiality of their account has been compromised, the employee will contact the Information Technology Department immediately.

7. When Employee's presence at the worksite is deemed necessary or beneficial, Employee agrees to come to the worksite for meetings or to otherwise perform job duties. City will make a reasonable effort to provide Employee with advance notice of any requirement to come to the worksite outside of the established remote work schedule, but Employee understands that advance notice may not always be possible.

8. The remote work arrangement described in this Agreement is entirely voluntary and may be terminated by either party. Absent extenuating circumstances, the party seeking to terminate or modify this Agreement should give two weeks' advance notice to allow time to address any impacts. Notice given via email shall constitute written notice under this Agreement.

Remote Work Agreement Authorization

By signing below, the parties understand and agree to the remote work terms stated in the Remote Work Policy and throughout the Remote Work Agreement Form. This agreement should be reviewed at minimum on an annual basis.

Employee Name: _____
(Please print)

Employee Signature: _____ Date: _____
(Electronic Signature)

Approved

Denied

Comment:

Supervisor Name: _____
(Please print)

Supervisor Signature: _____ Date: _____
(Electronic Signature)

Supervisor's Title: _____

Reviewed by Human Resources: _____
(Reviewer's Name)

Human Resources Reviewer Signature: _____ Date: _____
(Electronic Signature)

Human Resources Reviewer Title: _____