

**City of Amarillo**  
**Personnel Policies and Procedures**

Policy Title: Telework - TEMPORARY

Policy Number: 1606

Effective Date: November 6, 2020

Approved by: Jared Miller, City Manager  
Mitchell Normand, Director of Human Resources

**I. Purpose**

This policy provides guidance for authorizing and managing telework assignments for eligible City of Amarillo employees. Participation in telework is a privilege and not an entitlement. Telework assignments may be amended, altered, or discontinued at any time for any reason. This policy is only effective upon activation by the City Manager or designee and remains effective for the duration of the activation or until amended or inactivated.

**II. Scope**

This policy is applicable to Classified Civilian employees whose positions have been identified as eligible for remote work assignments.

**III. Definitions**

Telecommute - to work at home using an electronic linkup with a central office

Videoconference - the holding of a conference among people at remote locations by means of transmitted audio and video signals

FLSA Exempt positions – positions that do not receive overtime pay.

FLSA Non-exempt positions – positions entitled to earn the federal minimum wage and qualify for overtime pay, or compensatory time, for hours worked more than 40 hours in a work week.

**IV. Responsibilities**

IV.1 City Manager

- A. The City Manager, or designee, will approve or disapprove all Temporary Telecommuting Remote Work Agreements (Attachment A) approved by Department Directors.

IV.2 Department Director

- A. Approve requests to telecommute as provided by the supervisor.
- B. Ensure Temporary Telecommuting Remote Work Agreements are completed correctly prior to City Manager review and approval.
- C. Conduct regular videoconference staff meetings with direct reports.
- D. Identify staff eligible to participate in the telework program.
- E. Establish fair and reasonable telework assignments for staff that ensure operations are sustained.

#### IV.3 Supervisors

- A. To keep staff engaged, supervisors must conduct regular videoconference staff meetings with employees working remotely.
  - 1) Meetings do not need to be individual meetings between the supervisor and their staff. These meetings may be staff meetings. This meeting will be used to get updates on work progress and foster cohesion and employee engagement.
- B. Monitor effectiveness, productivity and efficiency of staff telecommuting.
  - 1) Supervisor may modify the telework assignment and schedule at anytime for any reason.
  - 2) Ensure employees are adhering to the Temporary Telecommuting Remote Work Agreements and this policy.
    - i) If operations are negatively impacted by telework assignments, supervisors are responsible for making immediate changes to correct operational deficiencies.
- C. Ensure all employees authorized to telework have completed a Temporary Telecommuting Remote Work Agreements.
  - 1) Supervisors must review the completed agreement in its entirety with each employee that returns an agreement prior to the commencement of the telework assignment.
  - 2) Address employees not adhering to the requirements of this policy or the telework agreement.
    - i) Supervisors must notify management of employees not adhering to telework agreement.

#### IV.4 Employee

- A. Employees authorized to telecommute are required to adhere to the requirements of the Temporary Telecommuting Remote Work Agreements and this policy.
- B. Required to perform designated City of Amarillo work functions during the employee's designated work schedule.
- C. Required to adhere to modifications to telework assignment or telework agreement.
- D. Must be present at all scheduled meetings.

### V. **Telework Schedules**

#### V.1 FLSA Exempt

- A. FLSA exempt positions eligible for telework assignments may be assigned a remote work schedule as designated and/or approved by the Department Director.

#### V.2 FLSA Non-exempt

- A. FLSA non-exempt positions eligible for telework assignments may be assigned a remote work schedule in accordance with the following:
  - 1) Telework schedules for FLSA non-exempt positions shall not be assigned to work remotely greater than five consecutive business days at a time or greater than three business days in a work week.

Example: An FLSA non-exempt position may be assigned a telework assignment on Thursday and Friday of week one and Monday, Tuesday, and Wednesday of week two. A FLSA non-exempt position may also be assigned a telework assignment of Monday, Wednesday, Friday of week one and Tuesday and Thursday of week two. Both sample schedules are examples telework schedules that comply with V.2 of this policy.

## **VI. Procedures**

- VI.1 Due to the nature of services provided by the City of Amarillo, every City of Amarillo position is not eligible for telework assignments. Department Directors are responsible for approving positions eligible for telework assignments.
- VI.2 Any employee authorized to telework is required to forward their office telephone to a reliable telephone while working remotely.
  - A. While working remotely, missed telephone calls must be acknowledged or returned to the caller within 15 minutes of the missed call. Acceptable forms of acknowledgments include text message responses, email messages and telephone response.
    - 1) If unable to respond or acknowledge a missed call within 15 minutes, the employee will be required to provide an explanation if questioned about their inability to respond.
  - B. An employee that does not have access to a reliable telephone at their remote work site, or is unwilling to forward their office phone, may be denied the opportunity to telework.
- VI.3 All employees authorized to work remotely are required to complete the Telecommute Form prior to working remotely.
- VI.4 Employees authorized to work remotely must respond or acknowledge all emails received the same day the email is received.
  - A. Emails received by an employee outside of the employee's designated work hours must be acknowledged within the first hour of the employee's next work shift.
- VI.5 All departments with any staff participating in the Telecommute program are required to establish a centralized method for all employees to access staff schedule. For example, an excel spreadsheet may be placed on the department shared drive that reflects the employees schedule, including their designated lunch hour. Departments may also establish shared calendars reflecting such information.
- VI.6 Any employee authorized to telecommute must confirm their address, telephone number and emergency contact information is current prior to working remotely.
  - A. An employee refusing to provide contact information may be denied an opportunity to telework.
- VI.7 Employees must utilize the out of office function on their email if they are away from their City email for any period other than their designated lunch.
  - A. Employees must indicate an alternative point of contact and the contact information of the designated contact in the out of office message.
- VI.8 All scheduled videoconference staff meetings must be communicated to staff in writing and distributed via email and must establish the day, time and recurrence of the meeting(s).
  - A. Employees unable to enable their video function during videoconference meetings must receive prior supervisor approval to not enable the video function prior to the scheduled meeting.
- VI.9 Employees working remotely may be required to submit recurring productivity reports reflecting tasks completed, project status updates, and/work production for a defined period.
- VI.10 Failure to adhere to this policy may be considered insubordination and failure to follow department rule. An employee assigned to telework who fails to adhere to this policy, fails to meet productivity expectations, and/or is believed to not be performing expected duties may have their telework privileges revoked and may be subject to disciplinary action including termination.
  - A. Telework assignments are a privilege and not an entitlement. An employee's telework assignment may be revoked or amended at anytime for any reason.

**VII. Exceptions**

VII.1 Exceptions to this policy require prior approval by the City Manager, or their designee.

VII.2 The City Manager reserves the right to void, modify, override, and/or supplement this policy at any time for any reason based upon federal, state, or local law or on the needs of the City.



## Temporary Telecommuting Remote Work Agreement

The City of Amarillo encourages all managers and supervisors to think creatively about how to support their employees in caring for their health and reducing risk of exposure to the current health situation.

Temporary Telecommuting Remote Work (TTRW), is a program under which employees may work at a place other than their traditional workplace on specified days and/or at their primary worksite the remainder of the time, retaining flexibility to meet the needs of the business unit. The TTRW location may be the employee’s home or another suitable location.

In the event of a declared emergency or disaster (including a pandemic) at the federal, state or local level requiring activation of the City of Amarillo’s Continuity of Operations Plan (COOP), TTRW may be approved for alternative work arrangements. This is a short-term discretionary program and must be discussed and considered on a case by case basis.

This agreement must be signed and approved by the employee’s manager or supervisor, the head of the department and appropriate City Manager.

**I. General Work Arrangement**

- a. This Agreement is between  (“the department”) and  (“Employee”) to establish the terms and conditions for temporarily performing work at an alternate work site.
  
- b. The Agreement begins on  (date). You understand that this Agreement to permit you to work remotely is a temporary measure only and will be reviewed continuously during a declared emergency/disaster and/or activation of the COOP for certain essential functions. Accordingly, the City of Amarillo may alter this schedule or end the temporary remote work agreement at any time at its discretion.
  
- c. This Agreement will remain in effect unless altered or terminated at any time.



## Temporary Telecommuting Remote Work Agreement

**The following conditions apply:**

- a. Employee’s remote work schedule is (specify days and hours. If it varies include those details.)

Week 1 Schedule

	Sun	Mon	Tues	Wed	Thur	Fri	Sat
<b>COA site</b>							
<b>Alternative site</b>							

Week 2 Schedule

	Sun	Mon	Tues	Wed	Thur	Fri	Sat
<b>COA site</b>							
<b>Alternative site</b>							

Designated lunch hour: \_\_\_\_\_

Any deviation from the approved bi-weekly remote schedule or designated lunch hour will require prior written approval by the employee’s supervisor.

- a. While working remotely, Employee will:
  - i. Remain accessible by any or all of: telephone, email, or remote network login, or other software apps, as resources allow during the remote work schedule;
  - ii. Check in with the supervisor to discuss status and open issues at such times as the supervisor requires;
  - iii. Be available for video/teleconferences, scheduled on an as-needed basis;
  - iv. Be available to physically attend scheduled work meetings as requested or required by the Department;
  - v. Request supervisor approval in advance of working any overtime hours (if employee is non-exempt);
  - vi. Request supervisor approval to use annual leave, sick leave, PTO, comp time or other leave in the same manner as when working at Employee’s regular work location.



## Temporary Telecommuting Remote Work Agreement

- b. Employee's duties, obligations, responsibilities, and conditions of employment with the City of Amarillo remain unchanged except those obligations and responsibilities specifically addressed in this Agreement. Job responsibilities, standards of performance, and performance appraisals remain the same as when working at the regular City of Amarillo work site. The supervisor reserves the right to assign work as necessary at any work site.
- c. The parties acknowledge that this Agreement may be evaluated on an ongoing basis to ensure that Employee's work quality, efficiency, and productivity are not compromised by the remote work arrangement herein.
- d. If the supervisor deems that the temporary remote work arrangement is not working effectively or as envisioned, then management may at any time adjust or end this Agreement at any time and for any reason.
- e. The employee's telework phone number will be shared with the employee's supervisor and any other person within the City of Amarillo organization with a business need to know that number.

### II. Safety and Equipment; Information Security

- a. Employee agrees to maintain a safe, secure, and ergonomic work environment and to report work related injuries to Employee's supervisor immediately. The City of Amarillo is not responsible for hazards in the employee's home or other remote work site that is not under the active controlled or management of the City of Amarillo.
- b. Employee agrees to protect City owned equipment, records, material from unauthorized or accidental access, use, modification, damage, destruction, or disclosure. The precautions described in this agreement apply regardless of the storage media on which information is maintained, the locations where the information is stored, the systems used to process information, or the process by which information is stored or shared.
- c. Employee agrees to report to Employee's supervisor any incidents of loss, damage, or unauthorized access of City data or records at the earliest reasonable opportunity.
- d. Employee understands that all equipment, records, and materials provided by the City shall remain the property of the City.
- e. Employee understands and agrees that Employee's personal vehicle may not be used for City business unless specifically authorized in writing by Employee's supervisor in advance of such use.
- f. Employee agrees to return City owned equipment, records, and materials within 1 business day after termination of this agreement.



## Temporary Telecommuting Remote Work Agreement

### Employee Information

Name:  Employee ID:

Job Title:  Business Unit:

Supervisor:

Telework location:  Home  Other (describe)

Telework address:

Telework phone:  Telework email:

### Communications & Equipment

The following equipment will be used by the employee in the home/remote work location:

Item: <input type="text"/>	Item: <input type="text"/>
Item: <input type="text"/>	Item: <input type="text"/>





## Temporary Telecommuting Remote Work Agreement

I hereby affirm by my signature that I have read this Temporary Remote Work Agreement and understand and agree to all its provisions.

Employee Signature

Date

I authorize the Temporary Remote Work Agreement.

Supervisor Signature

Date

Department Director Signature

Date

City Manager/Deputy City Manager/Assistant City Manager

Date

*This signed Agreement must be sent to Human Resources for placement in Employee's personnel file. The employee and supervisor should each keep a copy of the Agreement for future reference.*

*A telecommuting remote work agreement is not an entitlement and in no way changes the terms and conditions of employment; it can be revoked at any time for any reason with or without cause or explanation.*