



Telecommuting Policy and Procedure

Objective

Telecommuting allows employees to work at home, on the road or in a satellite location for all or part of their workweek. City of Cheyenne 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 companywide benefit, and it in no way changes the terms and conditions of employment with City of Cheyenne.

Procedures

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.

Any telecommuting arrangement made will be on a trial basis for the first three months and may be discontinued at will and at any time at the request of either the telecommuter or the organization. Every effort will be made to provide 30 days' notice of such change to accommodate commuting, childcare and other issues that may arise from the termination of a telecommuting arrangement. There may be instances, however, when no notice is possible.

Eligibility

Individuals requesting formal telecommuting arrangements must be employed with City of Cheyenne for a minimum of 12 months of continuous, regular employment and must have a satisfactory performance record.

Before entering into any telecommuting agreement, the employee and manager, with the assistance of the Human Resource Department, will evaluate the suitability of such an arrangement, reviewing the following areas:

- Employee suitability. The employee and manager will assess the needs and work habits of the employee, compared to traits customarily recognized as appropriate for successful telecommuters. **This includes the ability to respond to co-workers (by phone, Microsoft Teams, etc.) within 5 – 15 minutes.**
- Job responsibilities. The employee and manager 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 manager will review the physical workspace needs 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 manager agree, and the Human Resource Department concurs, a draft telecommuting agreement will be prepared and signed by all parties, and a three-month trial period will commence.

Evaluation of telecommuter performance during the trial period will include regular 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 end of the trial period, the employee and manager 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 on time-based performance.

An appropriate level of communication between the telecommuter and supervisor will be agreed upon as part of the discussion process and will be more formal during the trial period. After conclusion of the trial period, the manager 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.

Equipment

On a case-by-case basis, City of Cheyenne will determine, with information supplied by the employee and the supervisor, the appropriate equipment needs (including hardware, software, communications, phone, data lines and other office equipment) for each telecommuting arrangement. The Human Resource and Information Technology divisions will serve as resources in this matter. Equipment supplied by the organization will be maintained by the organization. Equipment supplied by the employee, if deemed appropriate by the organization, will be maintained by the employee. City of Cheyenne accepts no responsibility for damage or repairs to employee-owned equipment. City of Cheyenne reserves the right to make determinations as to appropriate equipment, subject to change at any time. Equipment supplied by the organization is to be used for business purposes only. The telecommuter must sign an inventory of all City of Cheyenne property received and agree to take appropriate action to protect the items from damage or theft. Upon termination of employment, all City property will be returned to the City, unless other arrangements have been made.

City of Cheyenne will supply the employee with appropriate office supplies (pens, paper, etc.) as deemed necessary. City of Cheyenne will also reimburse the employee for business-related expenses, such as phone calls and shipping costs, that are reasonably incurred in carrying out the employee's job. Please refer to the City of Cheyenne Cell Phone Policy for cell phone usage while telecommuting.

The employee will establish an appropriate work environment within his or her home for work purposes. The employee will provide internet service for a home office if required to work remotely. City of Cheyenne 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.

Security

Consistent with the organization's expectations of information security for employees working at the office, telecommuting employees will be expected to ensure the protection of proprietary company and customer 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. Telecommuting must be done on a City of Cheyenne owned computer, and the telecommuter must access local on-premises City of Cheyenne resources using VPN access and required authentication methods. Only Department or Division Management can give permissions for employees to have access.

Safety

Employees are expected to maintain their home workspace in a safe manner, free from safety hazards. City of Cheyenne will provide each telecommuter with a safety checklist that must be completed at least twice per year. Injuries sustained by the employee in a home office location and in conjunction with his or her regular work duties are normally covered by the company's workers' compensation policy. Telecommuting employees are responsible for notifying the employer of such injuries as soon as practicable. The employee is liable for any injuries sustained by visitors to his or her home worksite.

Telecommuting is not designed to be a replacement for appropriate childcare. Although an individual employee's schedule may be modified to accommodate childcare 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 prior to entering a trial period.

Time Worked

Telecommuting employees who are not exempt from the overtime requirements of the Fair Labor Standards Act will be required to accurately record all hours worked using City of Cheyenne's time-keeping system. Hours worked in excess of those scheduled 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.

Ad Hoc Arrangements

Temporary telecommuting arrangements may be approved for circumstances such as inclement weather, special projects, business travel, or other extenuating circumstances. 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 the business needs of the organization.

The following positions may be eligible for *Ad Hoc (Temporary) telecommuting as outlined within the City's Telecommuting Policy

Public Works

Public Works Admin	Director Deputy Director Operations Manager Administrative Assistant Staff Engineer
Transit	Administrator Manager Transit Dispatch Supervisor Transit Dispatcher Operations Assistant
Fleet Maintenance	Operations Coordinator Parts Coordinator
Sanitation	Administrative Assistant

Human Resources

Director
Office Manager
Specialist II

Compliance

Director of Compliance
Digital Asset Manager
Risk Administrator
Compliance Coordinator

Building	Chief Building Official Deputy Chief Building Official Plans Reviewer
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Animal Control	Animal Control Supervisor/Dispatcher Compliance Officer
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IT	All staff
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City Clerk

City Clerk
Deputy City Clerk
Administrative Assistant
Operations Specialist

City Treasurer All staff

Community Recreation & Events

Director
Deputy Director
Events Coordinator
Marketing Director
Tech Director
Division Managers
Sports Programmers

Planning & Development

Director
Office Manager
Senior Planner
Planner II
Planner I
Parks and Greenway Planner

MPO

Director
Office Manager
Senior Transportation Planner
Senior Transportation Planning Technician
GIS Coordinator

City Attorney

Director
Deputy Director
Assistant City Attorney – Civil
Legal Assistant – Civil

Youth Alternatives

Director
Deputy Director
Operations Manager
Administrative Assistant
General Staff

Engineering

Director
Deputy Director
Operations Manager
Development Coordinator
Senior Staff Engineer
Construction Engineer

Chief GIS Coordinator/Data Analyst
GIS Technicians

Construction Manager
Construction Inspectors
Engineering Technicians

Fire

Fire Chief
Division Chief of Operations
Division Chief of Prevention
Office Manager
Administrative Assistant
Fire Safety Technician
Daytime Lieutenants
Daytime Battalion Chiefs

Police

Chief
Captain
Lieutenant
Sergeant
Detective
Officer
Accountant
Executive Secretary
Parking Administrator Manager
Records Supervisor
Records Technicians
Service Technicians – Backgrounds
Property and Evidence Supervisor
Property Evidence Technicians
Public Information Officer
Victim Assistance Coordinator
Victim Assistance Staff Advocate

*Ad Hoc (Temporary) telecommuting is subject to approval of the Department Director, Deputy Director, Division Administrator, or Division Manager and will be focused first on business needs of the organization. Prior to approval, the employee must execute the City's "Telecommuting Agreement" and "Telecommuting Safety Checklist and uploaded to Paycom." All approved telecommuting is subject to the most current "Telecommuting Policy and Procedure" published by the City.



Telecommuting Agreement

Telecommuting is a voluntary work arrangement in which an eligible employee with approval “works one or more days each work week from home instead of commuting to a workplace.” Any establishment of long-term remote work agreement outside of Wyoming may carry additional tax implications.

EMPLOYEE NAME (LAST, FIRST, MIDDLE INITIAL):
PAYROLL TITLE:
DEPARTMENT:
EXEMPT/NON-EXEMPT:
SUPERVISOR:

Telecommuting is a voluntary agreement between the manager/supervisor and the employee. This agreement begins on: _____ and continues until: _____ and must be renewed at least annually. It is recommended that annual review coincide with the annual performance evaluation. The telecommuting agreement may be discontinued at any time by either party with reasonable advance written notice.

1. Telecommuter will work from the following alternative worksite(s):

2. The telecommuter agrees to be available during the assigned business hours

From: _____ AM (MST) to: _____ PM (MST)

for communication through such methods as cell phone, home phone, voice mail, email, fax, pager, etc., and agrees to respond in a prompt manner as they would at an onsite location. Employee-initiated schedule changes must be discussed and approved in advance by the Supervisor.

- For non-exempt employees: The telecommuter will clock-in and clock-out daily, as well as for meal periods, through the Paycom timekeeping system (i.e., “Web Clock”). Geolocation requirements may be updated to enable use of the “Web Clock” from remote locations or geolocation requirements may be removed entirely. If the system is down, the telecommuter will submit punch changes when the system is back up.
- For non-exempt employees: In addition to meal period, employees should take regular rest periods.

- Specific schedule requirements (if applicable) are provided in Item 17 below.
3. The duties, obligations, responsibilities, and conditions of the telecommuter's employment with the City remain unchanged. The employee's salary, retirement, vacation, and sick leave (or Paid Time Off (PTO) and Extended Sick Time (EST)) benefits and insurance coverage shall remain the same.
 4. The telecommuter agrees to seek advance approval by the supervisor to change the terms of the work schedule or for use of sick leave/EST, vacation/PTO, compensatory time off, or any other leave of absence in accordance with Paycom policies and procedures, departmental guidelines and/or the appropriate collective bargaining agreement. Any overtime work must be approved in advance by the supervisor.
 5. The telecommuter agrees to remain up to date on all safety related training including online ergonomic training available to employees. The telecommuter agrees to maintain a safe and ergonomically sound work environment. The employee agrees to allow an authorized City representative to inspect the home office as needed.
 6. If a telecommuter incurs an injury arising out of the course and scope of the assigned job duties while working at home/alternate site, the telecommuter must notify the supervisor immediately and complete all necessary and/or management-requested documents regarding the reported injury.
 7. The telecommuter agrees not to use his/her personal vehicle for City business unless specifically authorized by the supervisor.
 8. The telecommuter is responsible for maintaining and repairing employee-owned equipment at personal expense and on personal time.
 9. The telecommuter agrees to use electronic equipment that has been encrypted and meets all of the City's security requirements. If the City provides equipment for home use, the telecommuter agrees to provide a secure location for City-owned equipment issued to telecommuters. In the event of equipment malfunction, the telecommuter must notify his/her supervisor immediately. If repairs take some time, the department will find alternative means to continue the telecommuter's work including, but not limited to, asking the telecommuter to report to the main office until the equipment is usable.
 10. All equipment, records, and materials provided by the City shall remain City property. The telecommuter agrees to return the City equipment, records, and materials upon request. All City equipment will be returned by the employee for inspection, repair, and/or replacement, as

needed or requested or upon termination of this agreement. All equipment shall be returned within five (5) business days of written notice to the employee.

11. The telecommuter will implement good information security practices in the home-office or alternative work site setting and will check with his/her supervisor when security matters arise.
12. The City may pay or reimburse the employee for business-related expenses, including agreed-upon travel expenses, subject to the provisions and exclusions of applicable City policy.
13. Generally, the City will not pay for the following expenses, nor will it reimburse for expenses prohibited by City policy, including, but not limited to:
 - Maintenance or repairs of privately-owned equipment.
 - Utility costs associated with the use of the computer or occupation of the home.
 - Equipment supplies (these should be requisitioned through the department); and,
 - Travel expenses associated with commuting to and from the central office.
14. The City retains the right to modify, suspend, or end the agreement for any reason including, but not limited to, an employee request supported by the supervisor, as a result of business necessity, a change in operational need, or if the employee fails to fulfill job expectations to a satisfactory level.
15. The telecommuter agrees to indemnify and hold the City of Cheyenne harmless from any and all claims, actions, suits, procedures, costs, expenses, damages, and liabilities, including attorney's fees brought by third parties including personal injury, accidents, or illnesses (including death), and property loss arising from, but not limited to, their presence at the home/alternate work location.
16. The telecommuter understands that he or she is responsible for tax and insurance consequences, if any, of this arrangement, and for conforming to any local zoning regulations.

17. The telecommuter agrees to the following additional specific expectations, if any. *In this section, please note agreement related to scheduling, equipment, etc., such as particular hours of availability; particular days at central office; attendance at particular meetings; number of days of advance notice prior to being required to attend meetings at central office; use of particular equipment/tools; etc. Attach additional page(s) if needed.*

I have read this Telecommuting Agreement and agree to its terms.

TELECOMMUTING EMPLOYEE SIGNATURE:	DATE (MONTH/DAY/YEAR):
SUPERVISOR SIGNATURE:	DATE (MONTH/DAY/YEAR):
DEPARTMENT MANAGER SIGNATURE:	DATE (MONTH/DAY/YEAR):
MAYOR SIGNATURE:	DATE (MONTH/DAY/YEAR):
HUMAN RESOURCES SIGNATURE:	DATE (MONTH/DAY/YEAR):
PAYROLL (TREASURERS) SIGNATURE:	DATE (MONTH/DAY/YEAR):

*****ROUTE THIS TELECOMMUTING AGREEMENT VIA THE SIGNATURE CHAIN AS IDENTIFIED ABOVE*****



Telecommuting Safety Checklist

This safety checklist must be read, completed, and uploaded to the Paycom system before completing the Telecommuting Agreement. This checklist will help the employee maintain a safe alternative worksite that allows them to work efficiently. All conditions stated need to be met if a Telecommuting Agreement is to be considered for approval.

General	
Workspace is away from noise, distractions, and is devoted to work needs.	<input type="checkbox"/>
Workspace accommodates workstation, equipment, and related material.	<input type="checkbox"/>
Floors are clear and free from hazards.	<input type="checkbox"/>
Temperature, ventilation, and lighting are all adequate.	<input type="checkbox"/>
All stairs with four or more steps are equipped with handrails.	<input type="checkbox"/>
Fire Safety	
There is a working smoke detector in the workspace area.	<input type="checkbox"/>
A recently inspected home fire extinguisher is readily available.	<input type="checkbox"/>
Walkways, aisles, and doorways are unobstructed.	<input type="checkbox"/>
Workspace is kept free of trash, clutter, and flammable liquids.	<input type="checkbox"/>
Evacuation plan and map are in place.	<input type="checkbox"/>
Electrical Safety	
Sufficient electrical outlets are accessible and meet the National Electrical Code.	<input type="checkbox"/>
Computer equipment is connected to a certified UL (Underwriters Laboratories) surge protector.	<input type="checkbox"/>
All electrical plus, cords, outlets, and panels are in good condition; wiring is neither damaged nor exposed.	<input type="checkbox"/>
Equipment is turned off when not in use.	<input type="checkbox"/>
Workspace	
Lighting level is comfortable.	<input type="checkbox"/>
Monitor is free from overhead and window light glare.	<input type="checkbox"/>
Top of the monitor screen is parallel with the employee's eyes.	<input type="checkbox"/>
Workstation is adjusted so that wrists are in a neutral position (i.e. wrists do not bend up or down).	<input type="checkbox"/>
Employee understands the need to take periodic breaks from the workstation.	<input type="checkbox"/>
Data Security Measures	
Files and data are secure.	<input type="checkbox"/>
Materials and equipment are in a secure place that can be protected from damage and misuse.	<input type="checkbox"/>
All office equipment has been inventoried, including serial numbers.	<input type="checkbox"/>
Files are password-protected from non-city employees.	<input type="checkbox"/>

Employee Information			
Employee Name:		Department:	
Division:		Supervisor:	
Acknowledgement			
I understand it is my responsibility to maintain a safe working environment while working remotely. I certify that my responses above are complete to the best of my knowledge. I understand that any fraudulent information may cause the termination of my Telecommuting Agreement.			
Employee Signature:		Date:	
Supervisor Signature:		Date:	