



ADMINISTRATIVE DIRECTIVE

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I. **PURPOSE**

To provide for a consistent application of telecommuting practices across City departments, to ensure the security of City information and systems, to manage continuity of operations, and ensure continued delivery of City services to the community. Telecommuting is an alternative arrangement the City of Tucson may initiate when determined to be in the best interest of the community and City of Tucson employees.

Most City services are performed onsite in City facilities requiring the presence of employees in the workplace. Department Directors may designate positions eligible for telecommuting or alternative work arrangements. Telecommuting does not eliminate or change the terms and conditions of employment with the City of Tucson. Telecommuting is not an employee benefit, but a privilege that is dependent on both the position and the employee.

II. **DEFINITIONS**

- A. **Telecommuting** – An agreement between an employee and the employee’s department establishing work arrangements allowing employee to fulfill their job responsibilities at a site other than their normal work location. Any telecommuting agreement can be revoked at any time for any reason.
1. Incidental: Requested by the employee and approved by the Department Director, intended to meet short term needs or temporary interruptions to the normal in-office workday, not to exceed two (2) consecutive days.
 2. Emergency: Authorized by the Department Director or City Manager, to provide continuity of service in the event of a declared health or safety emergency.
 3. Short-term: Requested by the employee and approved by the Department Director not to exceed 3 months.
 4. Long-term: Requested by the employee and approved by the Department Director creates a semi-permanent alternate work arrangement, subject to annual review and renewal.
- B. **Business Hours** – Telecommuting employees shall be available during their normally scheduled hours.
- C. **Primary Worksite** – The normal work location for employee when not telecommuting.
- D. **Remote Worksite** – Space designated by the employee for remote work and for placement of telecommuting equipment and supplies.
- E. **Software Phone** – An app installed on a device, such as a cell phone or tablet, that mimics a desk phones by presenting a phone interface on the computer, complete with a dialpad and call handling features (such as Mute, Hold, and Transfer) and by masking personal phone numbers on cell phones.



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- F. **Shared Worksite** – Space & equipment shared by long-term telecommuting employees on rotating schedules based on relative telecommuting arrangements.
- G. **Substantive & Substantial Work** – Work with real, practical importance to the division, department, or organization in sufficient quantity for employee to be productive for the duration of the workday.

III. **ELIGIBILITY**

- A. Position and job duties must be designated as telecommuting eligible by the Department Director. Certain positions may be ineligible for participation due to business necessity or job duties.
- B. Employee must be able to provide the appropriate space and equipment for effective & efficient telecommuting.

III. **WORKSPACE & EQUIPMENT**

- A. **Remote worksite** - The employee shall designate and maintain a dedicated workspace that is quiet, clean, and safe, with adequate lighting and ventilation, in accordance with guidelines included in the Telecommuting Agreement. The employee will not hold in-person business visits or meetings with professional colleagues, customers, or the public at the remote worksite.
- B. **Incidental Expenses** - All incidental costs, such as residential utility costs, internet, phone, or cleaning services, are the responsibility of the employee.
- C. **Injuries** - The employee will be covered by workers' compensation for job related injuries that occur in the designated workspace, including the employee's home, during the defined work period. In the case of injury occurring during the defined work period, the employee shall immediately report the injury to the supervisor. Workers' compensation will not apply to non-job-related injuries that might occur in the home. The City does not assume responsibility for injury to any persons other than the employee at the remote worksite. In case of injury, theft, loss, or tort liability related to telecommuting, the employee must allow the City, or it's designee, to investigate and/or inspect the remote worksite.
- D. **Supplies** - The City shall provide any necessary office supplies. Out-of-pocket expenses for supplies normally available in the office will not be reimbursed. City provided supplies must be returned immediately upon separation, termination of the telecommuting agreement, or upon request by the City. Supplies provided by the City include:
 1. Pens, pencils, hi-liters
 2. Paper/Binder clips, staplers
 3. File folders
 4. Paper, notepads, post-it notes



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- E. Work Product & Records Retention** - Products, documents and records that are used, developed, or revised while telecommuting shall be saved to the City Network or City Cloud storage for access.

Security and confidentiality shall be maintained by the employee at the same level as expected at all worksites. Restricted access or confidential material shall not be taken out of the primary worksite or accessed through a computer unless approved in advance by the supervisor. The telecommuter is responsible to ensure that non-employees do not access confidential data, either in print or electronic form.

- F. Equipment** - Remote worksite furniture and equipment shall generally be provided by the telecommuter. In the event equipment and software is provided by the City at the remote worksite, such equipment and software shall be used exclusively by the employee and for the purposes of conducting City business, except as allowed for the purposes of education, training, and professional development. If the City provides equipment, the telecommuter is responsible for safe transportation and set-up of such equipment. City provided equipment must be returned immediately upon separation, termination of the telecommuting agreement, or upon request by the City. Equipment provided by the City includes:

1. Laptops
2. Connection cords (HDMI, Ethernet, etc.)
3. Adaptors/Dongles
4. Datahubs for Laptops
5. Keyboard & mouse
6. Thumb Drives

- G. Equipment Liability** - The City will repair and maintain, at the primary worksite, any equipment supplied by the City. The employee is required to report any damage and/or theft of property in accordance with A.D. 3.06-1. Surge protectors must be used with all City computers and the employee is responsible for:

1. any intentional damage to City equipment;
2. damage resulting from the gross negligence of the employee or any member or guest of the employee's household;
3. damage from a surge if no surge protector is used;
4. ensuring regular updates of the software, including virus protection

The City will pursue recovery from the employee for City property that is deliberately, or through negligence, damaged, destroyed, or lost while in the employee's care, custody or control. Damage or theft of City equipment that occurs outside the employee's control will be covered by the City. Employees should check their homeowner's/renter's



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insurance policy for incidental office coverage. The City does not assume liability for loss, damage, or wear of employee-owned equipment.

- H. **Employee Owned Equipment** - Employees who use their personal equipment for telecommuting are responsible for the installation, repair, and maintenance of the equipment. In the event of injury, damage, or investigation, employees agree to provide access to any personal equipment used while telecommuting, such as a personal computer, telephone, fax machine, monthly bills, and internet records. Employees must contact their supervisors immediately if equipment, connectivity, or other supply problems prevent them from working while telecommuting.
- I. **Connectivity and Security Requirements** - Employees that are working from home must meet the following requirements.
 - 1. **Internet Connectivity** - Employees must have a minimum of 50 Mbps to connect to the internet.
 - 2. **Voice Calls** – If the employee is required to take calls from citizens, a software phone must be loaded on a city-issued mobile device or employee cell phone.

Use of equipment must comply with AD 1.08-4, Use of Electronic Communication Systems.

IV. **GENERAL PROVISIONS**

- A. **Compensation & Work Hours** - The employee’s compensation, benefits, work status and work responsibilities will not change due to participation in the telecommuting program. The employee remains obligated to comply with all City rules, administrative directives, policies and procedures. Department Director’s shall remain accountable that non-exempt employees establish a reporting structure in compliance with the Fair Labor Standards Act (FLSA).
- B. **Travel & Parking** - Telecommuting employees must obtain the approval for the use of their personal vehicle for City business and will be reimbursed for authorized use by mileage in accordance with AD 6.02-1. Personal vehicle assignments will be evaluated at the start of any telecommuting agreement.
- C. **Secondary Employment** - Employees may not engage in secondary employment or activities other than City assignments during telecommuting hours.
- D. **Overtime** - Overtime must be approved in advance and in writing by the employee’s supervisor.
- E. **Grievance** - Position eligibility, telecommuting schedules, frequency, changes to the schedule, or termination of the arrangement are not subject to grievance.
- F. **Communication** - Telecommuting employees shall be reachable by telephone, text, teams, or e-mail during scheduled work hours.



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- G. **Performance** - Supervisors will establish work expectations, prior to the start of telecommuting. In addition to task completion, supervisors will assess communication, collaboration, and progress against goals.
- H. **Combination with Alternative Schedules** - Telecommuting can be arranged in conjunction with any other alternative schedule (i.e. 9/80s), so long as the arrangements are specifically approved and provide for adequate work and coverage.
- I. **Position Eligibility** - The Department Director based on work functions and job duties has sole discretion regarding which positions will be approved for telecommuting. Positions designated for telecommuting may be limited in time split between the primary worksite and the remote worksite to ensure all work functions are met.

V. **EMERGENCY TELECOMMUTING PROVISIONS**

- A. **Approval** - Arrangements are to be approved or imposed at the direction of the Department Director or City Manager.
- B. **Agreement** - Employee's must complete an Incidental Telecommuting Request for authorization and tracking purposes.
- C. **Applicability** - Telecommuting can only be used in these cases where substantive & substantial work can be performed remotely, otherwise employees must report to the primary worksite or use leave in accordance with applicable policies. This may result in a combination of leave and telecommuting.
- D. **Provisions** - Probationary evaluation, remote worksite, and equipment provisions for long-term arrangements do not apply. Employees will be solely responsible for all equipment for incidental telecommuting, if employee has not been issued equipment for their routine work, and the City will issue resources in emergency telecommuting by priority need. All other eligibility & general provisions apply.

VI. **SHORT-TERM & LONG-TERM TELECOMMUTING PROVISIONS**

- A. **Approval** - Subject to Supervisor Approval and Department Director designation.
- B. **Agreement** - City of Tucson Telecommuting Agreement and Remote worksite Self-Assessment required.
- C. **Dependent Care** – The intent of this policy is to provide flexibility to employees to meet their work obligations from a remote worksite. It is the expectation that teleworking employees coordinate with their supervisor and manage their schedule and work to ensure the completion of their work obligations in an environment that allows for the professional conduct of meetings and adequate focus and attention to work.
- D. **Shared Space** - Primary workspace used by employees in short- & long-term telecommuting arrangements may be designated shared spaces, to be used alternately with based on telecommuting schedules and arranged by the supervisor.



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- E. **Parking** - Long-term arrangements for working from the remote worksite for 50% or more of the employee’s work schedule will result in the discontinuation of the downtown parking allowance for the year in which the employee telecommutes.
- F. **Primary Worksite Reporting** - Unless otherwise approved by the supervisor, to ensure continuity of services, coverage, or any other business need, employee must be able to report to the primary worksite within an hour of any request by the supervisor.
- G. **Frequency** - Short-term telecommuting schedules will be determined on a case by case basis. To maximize efficiency and benefit of long-term telecommuting, it is recommended that arrangements are for no less than 3 days per week and up to 5 days per week.
- H. **Leave** - Telecommuting does not replace leave. In the case of a telecommuting employee who cannot perform their work functions for all or part of the workday, existing leave policies must be followed.
- I. **Provisions** - Excepting Incidental & Emergency Telecommuting Provisions, all other eligibility & general provisions apply.

Forms

Telecommuting Agreement
<https://tucsonaz.seamlessdocs.com/f/Telecommuting>

Telecommuting Guidance
 (Site Assessment and Plan & Performance Report)
https://tucsonaz.seamlessdocs.com/f/Telecommuting_Performance

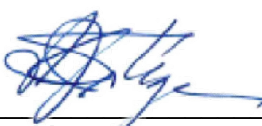
References

29 USC Chapter 8 - Fair Labor Standards Act
 Tucson Code Chapter Two Article II
 Administrative Directive 1.08-4
 Administrative Directive 3.06-1
 Administrative Directive 6.01-7
 Administrative Directive 6.02-1

Review Responsibility and Frequency

The Human Resources Director will review this directive as needed.
 Last review date: March 16, 2020.

Authorized



 City Manager
 Michael J. Ortega

7/10/2020

 Date