Subject:	Flexible Working Arrangements	Revision:	1
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City Manager

To All City Employees:

I. Purpose

This policy establishes options for flexible work arrangements for eligible positions where management determines that work at an alternative location or at alternative times best achieves the City's goals and objectives. Flexible work arrangements include remote work, flexible scheduling, or both.

II. Policy

Full-time, part-time, and temporary with benefits employees may be eligible to participate in flexible work. A supervisor, with the approval of their Department Director, may request a position be designated as eligible for a flexible work arrangement. Flexible work is not appropriate for all employees. No employee is entitled to a flexible work arrangement. Employees with a flexible work agreement must be able to return to their primary work site within two hours if requested.

Flexible work arrangements must be reviewed and approved by your Deputy City Manager and then sent to the Human Resources Department for approval before implementation. The total work hours required each week cannot be altered by a flexible work arrangement.

All flexible work arrangements must meet the criteria in this policy and may be terminated at the Department Director's discretion. When a Department Director terminates a flexible work arrangement, a two-week notice of the termination will be given to the employee.

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Employees who wish to terminate flexible work arrangements are required to speak to their supervisor to ensure that the termination is in the best interest of the City. Employees must provide a two-week notice for proposed changes or termination.

Flexible work arrangements are not intended to extend the work day of City of Durham employees. Both managers and employees need to be aware of the separation between "work time" and "down time" so as not to create an employment relationship where either party is expected to be on call at all times – unless that is a documented expectation of the role or the employee is on a compressed schedule.

This policy does not apply to flexible work offered as a reasonable accommodation for qualified individuals with a disability as determined by Human Resources under the Americans with Disabilities Act.

III. Definitions

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Centrally-Located Worksite – the City of Durham worksite where the employee would normally work if they did not work remotely.

Compressed Workweek – condensing a full-time workweek (37.5 or 40 hours) into fewer than five days per week. This is the only flexible work arrangement that may extend a typical workday.

Core Hours – Employees with flexible arrangements should be readily available between 10 AM and 3 PM unless otherwise directed and as often as practical.

Flexible Work – changing the location and / or time at which work is performed.

Flexible Scheduling – Regularly completing work outside of the standard workday (8 AM – 5 PM) and/or workweek (Monday through Friday). Also referred to as flextime, time-shifting, flex hours, or schedule shifting.

Periodic Remote Work – the employee occasionally works remotely due to specific circumstances. No formal agreement is required for periods of less than two weeks, but each instance must be approved by the employee's supervisor in advance.

Remote Work – A work arrangement in which an employee's workplace is located at an alternate location, such as the employee's residence or a satellite office. Also referred to as telecommuting, off-site work, or work from anywhere.

IV. Procedure

A. Flexible Work Options

Employees and supervisors will work together to determine a position's suitability for flexible work (see Attachment D, Flexible Work Handbook). Flexible work agreements must be approved by Department Directors before enactment. The following options may be combined within a flexible work agreement:

1. Fully remote – the employee works remotely every day and rarely comes onsite. The employee may not have a fixed work location onsite available
2. Partial remote – the employee works a set number of days or hours remotely, and works onsite the remainder.
3. Compressed work week – the employee condenses their work week into fewer days with more hours worked each day.
4. Flexible scheduling – the employee modifies their start and finish time each day, but continues to work full-time and is working during core business hours.

B. Initiating a Request

Please see the Flexible Work Handbook attached to this policy (Attachment D) for further detail on these procedures.

Occasional, sporadic work at home due to emergency circumstances, child care or elder care needs, or household obligations lasting less than two consecutive weeks and totaling fewer than half of the workdays in a given 30-day period, does not require completion of a flexible work agreement. However, supervisor approval is required.

Departments may reassign or repurpose permanent on-site workspaces and offices based on flexible work agreements.

1. An employee wishing to request a flexible work arrangement shall submit a written request to their immediate supervisor. Please see the Flexible Work Request attached to this policy (Attachment A).
2. If approved, a written Flexible Work Agreement (Attachment B) must then be mutually agreed upon by the employee, the employee's immediate supervisor and department director. The agreement shall address work hours, work

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assignment and results, equipment use and provision, supervisory contact required, and liability for personal or property injury.

3. Employees wishing to work primarily from outside of North Carolina must complete the applicable section of the flexible work agreement.
4. Flexible work arrangements must be reviewed and approved by the requesting department's Deputy City Manager and Human Resources before implementation.
5. Finalized agreements will be maintained by the applicable Department Director and timekeeper. Any changes to the written agreement must also be documented in writing and approved by the employee's immediate supervisor and department director. Two weeks' notice should be given for any substantive changes to an agreement.

The flexible work agreement does not constitute an employment contract. All City of Durham employees signing flexible work agreements remain at-will employees unless they otherwise hold a separately-executed employment contract.

C. Assigning a Work Status

New hires may be assigned to flexible work status where a Department Director determines that work at an alternative location or at alternative times best achieves the City's goals and objectives.

Flexible working arrangements may begin immediately upon hire or after a period of on-site orientation and training. This shall be discussed and agreed upon by the employee and manager before the employee's start date.

The flexible work agreement does not constitute an employment contract. All City of Durham employees signing flexible work agreements remain at-will employees unless they otherwise hold a separately executed employment contract.

D. Employee Responsibilities While Working Flexibly

1. The duties, obligations, and work responsibilities of an employee with a flexible work arrangement are the same as employees who do not.
2. Employees working flexibly are subject to all City policies regardless of the location of their work.

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3. Employees interested in remote work must be able to work in a safe and ergonomic location and be able to obtain and maintain the primary materials and equipment needed.
4. Individual tax implications related to remote workspace in the home shall be the responsibility of the employee. Employees are advised to consult a tax expert.
5. The City will not be responsible for any home maintenance or construction costs that are associated with the employee using his/her home as a flexible work worksite; for example, maintenance, insurance or utilities will not be reimbursed.
6. Employees working remotely must manage dependent care and other household obligations in a manner that allows the employee to successfully meet all job requirements.
7. For non-exempt employees covered by the provisions of the Fair Labor Standards Act, any overtime hours beyond their normal work hour requirements must be authorized in advance by the employee's supervisor.
8. The employee must maintain the confidentiality of City information and documents to prevent unauthorized access to any City system or information, and dispose of work-related documents in a manner that will not jeopardize the interests of the City. Public records must be preserved even if they are created or maintained at home or on personal devices, such as cell phones or home tablets.
9. Procedures for taking leave may differ with a flexible work arrangement. Employees, supervisors, and timekeepers should confer with Human Resources as needed to ensure compliance.

E. Departmental Responsibilities When Approving Flexible Work Arrangements
   1. Individual departments will incur the cost for any expenses they approve for flexible work arrangements. Expenses for flexible work arrangements require the approval of the Department Director.
   2. Department Directors must ensure that a set procedure and schedule for regular communication between a flexible work employee, staff, and customers is identified in the flexible work arrangement.
   3. Supervisors must adhere to all Fair Labor Standards Act (FLSA) guidance to ensure that non-exempt employees are paid correctly. Non-exempt employees may not work overtime without approval from their supervisor.

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F. Managing Flexible Work
    1. To utilize sick leave on a remote work day, employees must contact their immediate supervisor as early as possible.
    2. Employees shall not conduct any unauthorized external (non-City) work during their flexible work schedule, including paid secondary employment.
    3. Employees may, at the discretion of their immediate supervisor, be called to work at their centrally-located worksite on their regular flexible work workday during their regular work hours to meet workload requirements.
        a. Whenever possible, when employees are requested to report to their centrally- located worksite, they should be notified by the end of the workday prior to the day they are requested to report to the central worksite. In such cases, travel time between home and the central worksite is treated as regular commuting time and is not counted as hours worked and compensated.
        b. If an employee is working remotely and during the workday they are required to come in to the centrally located worksite, the time traveling from the employee's home to the centrally located worksite must be treated as "job site" to "job site" travel, and the employee's travel time must be counted as hours worked and compensated accordingly.
    4. If an employee becomes unable to work remotely due to City of Durham system factors, e.g., system downtime, VPN outages, etc., the employee should notify their supervisor to receive alternate assignments.
    5. Should the employee become unable to work due to factors not in the City of Durham's control, e.g. power or Wi-Fi outages at the remote location, the employee should notify their supervisor and take vacation or other paid leave if they will be unable to work.

G. Evaluating Flexible Work Arrangements
    1. Employees who receive approval for flexible work arrangements will be subject to a three-month trial period during which their supervisor can assess the suitability of the arrangement. The City reserves the right to discontinue the arrangement at any point during the trial period. Following the trial period, the arrangement may be continued, be altered, or discontinued based on City of Durham business needs.

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2. Flexible work arrangements will be reviewed during the employee's mid-term and annual reviews to ensure they support the achievement of the City's business goals.

H. Safety and Flexible Work Arrangements
   1. Employees who work remotely will be covered by worker's compensation for all job-related injuries occurring at alternative work sites during their defined work period. The employee is responsible for maintaining a safe and ergonomic working environment, including the work area, bathroom, and other areas that may be necessary for working during the flexible work arrangement. Worker's compensation will not apply to non-job-related injuries that occur at alternative work locations.
   2. The employee also remains responsible for injuries to third parties and/or members of the employee's family on the employee's premises. The City of Durham will not be responsible for injuries to third parties or members of the employee's family that occur on the employee's premises.
   3. In the event of a job-related incident, accident or injury during flexible work hours, the employee shall report the incident to their supervisor as soon as possible and follow established procedures to report and investigate workplace incidents, accidents or injuries.
   4. The employee must allow home inspections to be conducted by the City if a job-related incident, accident or injury has occurred.

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I. Hardware, Software and Supplies
   1. Employees who work remotely are subject to the same internal City policies and standards regarding the use of City-provided equipment, services, and software as that of employees at the centrally located worksite.
   2. New or existing technology equipment (hardware and software) may be provided on an as-needed basis to employees by the City if approved in advance by the employee's immediate supervisor, department director, and any applicable Technology Solutions review process. All supplies must be returned to the City as soon as the flexible work arrangement is no longer valid or if the equipment will no longer be needed by the employee to do their work.
   3. Immediate supervisors should consult with their information and technology representatives in Technology Solutions in advance if an employee requires

remote access or technology support in order to work remotely. See attachment C, Flexible Work Technology Guide for details.

4. Employees may only use “City issued” computer equipment to work remotely. All equipment must be pre-configured by Technology Solutions for home use. No City information may be stored on personal computers. City information stored on an employee’s personal computer may be subject to public disclosure requirements.
5. Flexible work expenses beyond the maximum spending limit set up by department director will also require advance approval by the department director.

V. Other

Participation in a flexible work arrangement will not alter an employee’s benefits coverage, compensation, conditions of employment, status and/or work responsibilities.

Violations of this policy will be treated like other allegations of wrongdoing at the City of Durham. Allegations of misconduct and harassment will be adjudicated according to established policies and procedures. Sanctions for violations of this policy may result in discipline up to and including termination.

VI. Attachments

Attachment A - Flexible Work Request.docx

Attachment B - Flexible Work Agreement.docx

Attachment C - Technology Guide.docx

Attachment D - Flexible Work Handbook.docx

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