

TELECOMMUTING PROGRAM

The Telecommuting Program shall be governed by the policies and procedures described below.

1. General

The program shall be effective May 1, 1995, and requires the agreement as set forth in the attachments. Telecommuting is voluntary and requires cooperation from the supervisor as well as commitment from the telecommuter.

2. Program Participation

The following full-time represented employees are eligible to participate in the program:

- Represented personnel covered by a labor agreement which permits telecommuting
- Unrepresented Confidential/Administrative personnel

3. Working Hours

The workday shall be at least eight hours with no more than four workdays per week telecommuting. The telecommuting and daily work hours schedule must be arranged between the employee and the supervisor. The means and frequency of communication with the office must be established.

4. Measurement of Work Activity

The program shall be effective May 1, 1995, and requires the agreement as set forth in the attachments. Telecommuting is voluntary and requires cooperation from the supervisor as well as commitment from the telecommuter.

5. On-Site Visits to the Work Area

The telecommuter shall set aside a designated work area in the home. A City representative may make on-site visits to the telecommuter's residence to determine that the worksite is acceptable, safe and free from hazards.

6. Equipment and Supplies

Employees who telecommute must provide any required equipment, which may include a computer. The employee is responsible for repair and maintenance of the equipment. Office supplies shall be provided by the City.

7. Participation in Telecommuting Studies

Employees who telecommute will participate in all studies, inquiries, reports and analyses relating to telecommuting.

8. Overall Obligation

Telecommuters are obligated to comply with all Department rules, policies, practices, and instructions. The violation of any of these may result in a removal from telecommuting and/or disciplinary action, up to and including termination of employment.

9. Employee Benefits

There is no change to existing benefits due to telecommuting. Requests to use sick leave, vacation or other paid or unpaid leave must be approved by the telecommuter's supervisor in the same manner as if the person was in his/her office. Tax deductions and implications due to telecommuting are the employee's responsibility.

10. Costs of Telecommuting

The supervisor shall authorize reimbursement for approved additional cost attributable to the City associated with telecommuting.

11. Data Security

Appropriate arrangements must be made to ensure the safety and security of City data.

TELECOMMUTING AGREEMENT

In order for the telecommuting program to operate smoothly, it is important that telecommuters and supervisors have a clear understanding of their roles. This agreement is intended to set forth the understanding between the telecommuter and supervisor. By participating in the telecommuting program, the City and the employee understand and agree to the following conditions:

A. General

1. At the discretion of the City, telecommuting is a voluntary work assignment which must have the mutual agreement of both the City and the employee. For a telecommuting assignment to be successful, it must continue to meet the needs of the City and the employee.
2. The duties, obligations, responsibilities, and conditions of a telecommuter's employment with the City shall remained unchanged.
3. The security and confidentiality of any City work brought to the telecommuting work site shall be maintained at all times by the employee.
4. The employee shall comply with all City and Department rules, policies, practices, and instructions. Violation of such may result in preclusion from telecommuting and/or disciplinary action, up to and including termination of employment.
5. The employee will report to work at the City worksite at least one day per week.

B. Termination

1. The telecommuting assignment may be terminated by either the supervisor or the employee. Telecommuting is not an employee benefit, but is an alternative method of meeting the needs of the City. Since employees do not have a right to telecommute, the assignment can be terminated any time it is determined that the City's needs are not being met. Similarly, employees do not have an obligation to telecommute and may return to the conventional office arrangement if they wish to withdraw from the telecommuting program.
2. A telecommuting arrangement may be terminated by the supervisor or by the employee upon submission of written notice to the other party. Upon receipt of the written notice, the telecommuting arrangement will be terminated on a date mutually acceptable to the City and the employee or thirty (30) calendar days from the date of written notice should there be no mutual agreement.
3. This agreement shall continue for six (6) months from the date of implementation unless the assignment is terminated as provided in paragraph B2 of this agreement.

C. Employee Coverage

1. The employee shall remain covered by the provisions of the Civil Service Rules if applicable.
2. Employee's salary, retirement, benefits and insurance coverage are unchanged by telecommuting.
3. The employee is acting within the course and scope of employment only when engaged in job-related activities at the designated work space during the telecommuting days and hours. Workers' Compensation benefits shall only apply to injuries arising out of and in the course of employment.
4. The City shall not be liable for injuries on the employee's premises to third persons or members of the employee residence.

D. Work Activity

Each participant will agree with their supervisor on the objectives to be accomplished during the telecommuting period. Attachment "A" to this agreement shall include the method of measuring productivity.

**CITY OF SACRAMENTO
TELECOMMUTING AGREEMENT**

TELECOMMUTER:

TELECOMMUTER REMOTE WORK LOCATION:

Street Address:

City/Zip:

Employee Residence City Office Other:

Specifically describe the telecommuting workspace:

TELECOMMUTER SCHEDULE: (Maximum 4 days per week)

Weekly Bi-weekly Other:

Regular commuting days:

TELECOMMUTING WORK HOURS:

From to each regular telecommuting day.

TELECOMMUTING EQUIPMENT:

Please identify all telecommuting equipment expected to be used:

Computer Printer Phone Calculator

Other:

Is the telecommuting equipment fully compatible with office equipment?

Yes No Unknown Not Applicable

If using a computer, identify software programs (and version #) to be used while telecommuting:

Microsoft Word Microsoft Excel Microsoft Access Microsoft Powerpoint

Other:

List all persons who have access to the telecommuting equipment described above:

TELECOMMUTING WORKPLAN AND PRODUCTIVITY MEASUREMENT

WORKPLAN

- 1. List the City materials needed at the remote location.

- 2. List the specific type of tasks to be performed while telecommuting.

- 3. Describe the process for assigning work and establishing due dates.

- 4. Describe the method and frequency of communication with the supervisor.

PRODUCTIVITY MEASUREMENT

- 1. Describe the review process for completed work product.

- 2. Describe the frequency of work product review.

- 3. Identify the criteria for evaluating successful completion of assignments.

- 4. Identify the process for evaluating satisfactory job performance during telecommuting.

- 5. Describe the procedure for identifying problems which arise.

- 6. Compare the quality and quantity of work performed for each evaluation period with the work performed in a similar period during regular assignment.