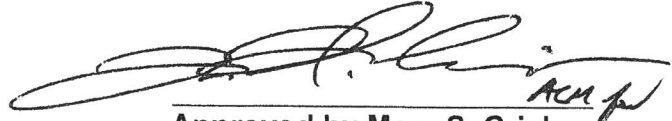


City Manager's Office
Administrative Order Number: 040
Issued: 9/08



Approved by Marc S. Grisham
City Manager

Subject: Telecommuting

Purpose:

Establish a Telecommuting Program and to provide direction for employees participating in the Telecommuting Program. The benefits of allowing employees to telecommute include increased production, more flexibility in the workplace, reduced office space and supply needs, and less pollution and traffic congestion from people driving to work.

Program Guidelines:

To be eligible for consideration of a telecommuting agreement, an employee must not have a record of performance problems or disciplinary actions within the preceding two (2) years. All employees, except seasonal employees, may be considered for participation.

This policy will apply to employees who wish to telecommute two (2) or more days per month for indefinite period of time. An employee that wishes to telecommute less than two (2) days per month is exempt from the required procedures outlined below. For such cases the employee must arrange for approval with the department head or designee on a case by case basis.

1. Eligibility

The employee's work (or the portion to be performed at the alternate work station) must be portable (i.e., it must be work that the employee can reasonably complete at an alternate work station).

- a. Individual employee participation will be decided on a case-by-case basis by the employee's department head or designee.
- b. The supervisor must be able to evaluate the quantity and quality of the employee's work performed at the alternate work station.
- c. The employee's most recent performance rating of record must be a rating of meets expectations/equivalent or better. The employee must not be on a performance improvement plan.

- d. If an employee's performance deteriorates to less than meets expectations/equivalent the telecommuting agreement must be terminated.
- e. The employee must not require close supervision in order to telecommute.
- f. The employee must not require frequent input from others in order to perform tasks at the alternate work station. Exceptions will be made, upon supervisor approval, for employees who require input that can be received electronically.
- g. The employee's absence from the official duty station must not interrupt office operations.
- h. The total number of hours worked on a telecommuting day must be the same as the total number of hours the employee works on a regular workday at their City workspace.
- i. The employee must be able to be reached via telephone for a minimum of four (4) core hours on their telecommuting day that must coincide with the hours of the supervisor. Employees and Supervisors set the core hours; the employee then sets his/her own starting and ending times.
- j. Except under unusual circumstances (upon supervisor approval), telecommuters must spend a minimum of three days per week at their regularly assigned work station to ensure regular contact with their supervisor and co-workers.
- k. Office needs will take precedent over telecommute days. Employee must forego telecommuting if needed at their regularly assigned work station on any scheduled telecommute day upon notification the previous day by the supervisor.

2. Termination

Management officials with delegated authority may terminate a telecommuting agreement if the work situation no longer meets the requirements for eligibility. Notice of termination will be required to be given with a minimum of two (2) work days prior notice.

3. Request Denial

If an employee's request to participate in the telecommuting program is denied, management will provide written notice to the employee explaining the reasons for the denial which shall include the process for submitting requests for reconsideration.

4. Equipment

The employee must use their own equipment including computer, data line, modem, fax, printer, paper and ink; and must install required anti-virus security software.

- a. The City will not be held liable for any damage, including physical or malicious software (viruses) damage, done to the employee's home equipment.
- b. Office supplies, such as paper, pencil, pens, etc will be provided by the employee's department. No office furniture will be provided.
- c. The employee is required to report to their regularly assigned work station or notify their supervisor that vacation or compensatory time off will be used for the balance of the day due to any circumstance which prohibits the employee from completing work (e.g., power outages, system malfunctions, etc.)
- d. Employees' home equipment will be subject to the City's Electronic Media Use Policy and the City reserves the right to enter, search, monitor, copy and/or retrieve the computer files, voice mail, e-mail, or any type of electronic file of any employee, with or without advance notice, for business purposes, including, but not limited to, investigating theft, disclosure of confidential business or proprietary information, or monitoring work flow or productivity.

5. Workspace

The employee will be responsible for establishing and maintaining an adequate work space that passes inspection for ergonomic standards.

- a. Ergonomic inspections of an employees work space will be conducted by a member of Municipal Pooling Authority.
- b. In the event that the employee's workspace is not located in the vicinity of the City of Pittsburg and requires additional costs, related to the inspection, the employee shall be responsible for those additional costs.

6. Confidential Information

The employee will be responsible for the maintenance and confidentiality for any documents, files, or other information related to the City of Pittsburg. Any such information must be returned to the employees City work site upon the completion of work requiring the information.

7. Injuries

The employee will be covered by worker's compensation for all job related injuries occurring within the employee's designated workspace during the telecommuter's defined work period. Since the workplace and home will be one and the same, worker's compensation will NOT apply to non-job related injuries that might occur in the home. The employee remains liable for injuries to third persons, and/or members of employee's family on employee's premises.

8. Telephone Expenses

Except for local calls and calls local to Pittsburg, the City will reimburse the employee on a case by case basis for job related telephone expenses incurred by the employee at home. The employee must present an itemized copy of their telephone bill to their department for reimbursement.

9. Other Employee Benefits

Telecommuter's salary, job responsibilities, benefits and employer-sponsored insurance coverage will not change due to telecommuting.

Request Procedure

1. Employee or City of Pittsburg may initiate the request to telecommute.
2. Employees desiring to participate in the Telecommuting Program must complete, sign, and date the telecommuting agreement.
3. The requesting employee's supervisor must sign the Telecommuting Agreement for approval/disapproval.
4. Once obtaining signed supervisor approval, the department head's signature for approval/disapproval is required.
5. A final approval/disapproval signature is required by the City Manager.
6. Once all signatures are obtained, the employee will be given a copy of the agreement, and the original maintained by the department.
7. All applications to participate in the program, whether approved or denied, shall be submitted to the Human Resources Director.

Attachment:

Telecommuter's Agreement

**CITY OF PITTSBURG
TELECOMMUTING AGREEMENT**

Employee Name: _____

Telecommuting, or working from another location such as home, is an assignment that the City may choose to make available to some employees when a mutually beneficial situation exists.

Telecommuting is not an employee benefit, but rather is an alternate method of meeting the needs of the City. Employees do not have a "right" to telecommute; the agreement can be terminated by either the City or the employee at any time.

When a telecommuting agreement is implemented, the following conditions will apply:

1. Telecommuting is entirely voluntary and may be terminated by the City or the employee at any time. Termination of the agreement is not a grievable issue, or eligible for an appeal of any type.
2. The duties, obligations, responsibilities and conditions of a telecommuter's employment with the City remain unchanged.
3. Work hours, overtime compensation and vacation schedule will conform to the applicable Memorandum of Understanding and to other terms otherwise agreed upon by the employee and the supervisor, which do not conflict with any applicable Memorandum of Understanding.
4. Employees must designate a work space to be used during work hours. This work space should be maintained in a safe condition, free from hazards and other dangers to employee. Ergonomic inspections of an employees work space will be conducted by a member of Municipal Pooling Authority. In the event that the employee's workspace is not located in the vicinity of the City of Pittsburg and requires additional costs, related to the inspection, the employee shall be responsible for those additional costs.
5. The employee will be covered by worker's compensation for all job related injuries occurring within the employee's designated workspace during the telecommuter's defined work period. Since the workplace and home will be one and the same, worker's compensation will NOT apply to non-job related injuries that might occur in the home.

6. The employee will be responsible for providing his/her own equipment, and the employee is responsible for any maintenance or repair of equipment.
7. Employees' home equipment will be subject to the City's Electronic Media Use Policy and the City reserves the right to enter, search, monitor, copy and/or retrieve the computer files, voice mail, e-mail, or any type of electronic file of any employee, without notice, for business purposes, including, but not limited to, investigating theft, disclosure of confidential business or proprietary information, or monitoring work flow or productivity.
8. The employee will be responsible for returning any confidential information, including any documents, files, or other information related to the City of Pittsburg, upon completion of work requiring such documents. Confidentiality of any such information must be maintained at all times in the employees telecommuting workspace.
9. The employee remains liable for injuries to third persons, and/or members of employee's family on employee's premises.
10. Requests to work overtime, use sick leave, vacation or other leave must be approved by the employee's supervisor in the same manner as when working in the regular office.
11. If a telecommuter is sick while working at home, the telecommuter reports those hours worked and uses available leave for hours not worked.
12. Employees remain obligated to comply with all City 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.
13. Individual tax implications related to the home work space shall be the responsibility of the employee. Employees are advised to consult a tax expert.
14. With advance notice, the City may make on-site visits to the employee's home to determine that the work site is safe and free from hazards.

The above conditions for telecommuting are mutually agreed upon by the employee and his/her supervisor:

- A. The employee agrees to work at the following location (e.g., employee's home address):

- B. The employee must be accessible for a minimum of four (4) core hours on their telecommuting day that must coincide with the hours of the supervisor. Employees and Supervisors set the core hours; the employee then sets his/her own starting and ending times.

The employee will be available during the following Core Hours:

- C. The employee will telecommute ____ days or ____ hours per week.

- D. The employee's telecommuting work hours/days will be as follows:

- E. Following are the assignments to be worked on by the employee at the remote location within the expected time frames.

- F. The above stated assignment(s) will be reviewed by appropriate supervisor(s) ____ times during this period.

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

- G. The following is the arrangement agreed upon for verification of telephone expenses, made by the employee, from the remote work location for City business. (e.g., verify calls by submitting telephone bills.)

- H. Employee agrees to obtain all supplies needed for work at the alternate location; out of pocket expenses for supplies regularly available at City offices will not normally be reimbursed.

- I. The employee acknowledges he/she has received the Telecommuting Administrative Order, fully understands the Administrative Order, and fully agrees with all of its statements, requirements, and provisions.

Additional conditions agreed upon by the employee and supervisor is as follows:

EMPLOYEE AGREEMENT

The above material has been discussed with me and I agree to all provisions included herein.

Employee

Date

SUPERVISOR APPROVAL

I have reviewed the above material with _____ prior to his/her participation in the City's telecommuting program.

Supervisor

Date

DEPARTMENT HEAD'S APPROVAL

___ YES, I recommend the employee for telecommuting (send to City Manager)

___ NO, Telecommuting is not authorized

Signed _____ Date _____

CITY MANAGER'S APPROVAL

YES, approval is provided to the employee to telecommute

NO, approval is not provided for the employee to telecommute

Signed _____
City Manager

Date _____