Approved:

City of Riverside, California
Human Resources Policy and Procedure Manual

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Human Resources Director

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City Manager

Number: II-11 Effective Date: TBD

SUBJECT: TELECOMMUTING PROGRAM FOR FLSA EXEMPT EMPLOYEES

PURPOSE:

To establish eligibility requirements and guidelines for the appropriate use of telecommuting as a substitute for commuting into a City facility for FLSA exempt employees. Due to technological advances and enhanced connectedness, the City recognizes that telecommuting is a viable work option when both the employee and nature of work are suited to such an arrangement. A formal telecommute arrangement ensures transparency, preserves public trust and provides a framework for assessing the appropriateness of the work arrangement.

POLICY:

Telecommuting may not be suitable for all job classifications, positions, or employees and eligibility will be based on the duties, responsibilities and assignment of each employee. A telecommuting arrangement shall be executed prior to the start of telecommuting work. Approval of a telecommuting arrangement is at management's discretion, not an employee right, entitlement, or negotiated benefit, and may be modified or terminated at any time based on the business and operational needs of the department . At no time does an employee have a vested right to continue with a telecommute agreement. The decision to approve and proceed with a telecommute arrangement is at the sole discretion of City management and the decision to discontinue a telecommute arrangement can be either voluntary or involuntary on the part of an employee.

A telecommute arrangement may not be used to circumvent the City's leave provisions, workers' compensation process, and/or ADA required interactive process. If an employee is in any way impaired and not able to report to work at their normal workstation, please contact the Human Resources Department for an evaluation for temporary reasonable accommodation.

The City of Riverside is a government agency, public employees take an oath and are required to act as Disaster Service Workers (DSWs) and report for duty in the event of a disaster or emergency as defined in Section 3100 of the California Government Code.

ELIGIBILITY:

Before entering into any telecommuting arrangement, the employee and supervisor will evaluate the suitability of such an arrangement by reviewing the following areas:

1. The operational needs of the department and division;
2. The disruption of or potential for disruption to the department and/or division functions;
3. The ability of the employee to perform his or her job duties (both essential and marginal) from a location other than the employee's normal worksite within the City of Riverside ("Alternate Worksite") without diminishing the quantity or quality of the work performed;
4. The degree to which the employee's job functions require face-to-face interaction with other City of Riverside employees, key stakeholders and/or members of the public;
5. The employee's job performance,;
6. The employee's length of service with the agency, department or division;
7. The portability of the employee's work, including the employee's ability to remotely access tools, equipment, and materials necessary to perform their job functions;
8. The ability to create a functional, reliable, safe, and secure alternate worksite for the employee at a reasonable cost;
9. The risk factors associated with performing the employee's job duties from a location other than the employee's normal worksite;
10. The department/division capacity to monitor and measure the employee's work performance at the alternate worksite;
11. The employee's supervisory responsibilities;
12. The employee's need for supervision;
13. Other considerations deemed necessary and appropriate by the employee's immediate supervisor, DivisionManager, Department Head, City Manager and Human Resources.

Telecommuting is a business decision, and the determinations of whether a telecommute assignment meets the business and service needs of the City is solely within management discretion. Permanent out-of-state or country telecommuting arrangements are not allowed. Telecommuting is not a substitute for dependent care or sick leave to care for family members. The employee must provide for dependent care in a manner that allows the job responsibilities to be successfully met. The employee must also minimize personal disruptions, such as non-work telephone calls and visitors during their scheduled telecommuting hours, to successfully accomplish their job responsibilities. Provisions must be made to permit concentration on work assignments to the same extent as when working onsite.

The supervisor or Department Head may require employees that telecommute to report to the office due to operational necessity, even when it is a scheduled telecommute day. Although advance notice will be provided whenever possible, it is understood that urgent or

emergent situations may not allow for prior notice to the employee. The duties, obligations, responsibilities, compensation, benefits, and conditions of employment remain unchanged by the employee's telecommute agreement. The employee's salary, retirement, benefits, and insurance coverage are not changed based on the telecommute agreement or participation in the telecommute program. Employees that telecommute remain obligated to comply with all City policies, violation may result in immediate discontinuance of telecommuting agreement and/or disciplinary action, up to and including termination of employment.

Travel between home and/or remote site and office is not eligible for mileage reimbursement nor is the travel time to be counted as time worked. The employee and supervisor will document, on an ongoing basis, the specific assignments to be worked on, the anticipated work products, and the delivery dates. Unless prior, alternate arrangements are made with the supervisor, telecommuting work products will be presented by the required date.

The Supervisor shall complete an evaluation form of the telecommuter's performance at the end of ninety (90) days and make recommendations for the continuance, modification or termination of the telecommute arrangement. Evaluation of the telecommute arrangement beyond the first ninety (90) days will be consistent with the performance appraisal received by employees pursuant to Human Resources Performance Evaluation Policy IV-1 and will focus on work output and completion of objectives:

1. Customer service levels are satisfactory;
2. Employee is meeting the performance standards; and,
3. Whether the telecommute arrangement should be modified, terminated, or continued.

HOURS AND AVAILABILITY:

1. A regular telecommute schedule must be established and approved by the supervisor and Department Head (or designee) prior to the start of the telecommute assignment. The employee's work schedule, number of hours the employee is scheduled to work per day, or per pay period, will not change as a result of participation in the telecommute program.
2. Expectations regarding shift start time, shift end time, work assignments, timelines, due dates, productivity level and measurements are to be used when employee is telecommuting.
3. Work hours, meal and rest periods, overtime compensation, and leave requests will conform to the Personnel Policies and Procedures Manual (II-5) Rest and Meal Break Policy, MOU provisions, Fair Labor Standards Act (FLSA), and other applicable laws and regulations. Termination of the ability to telecommute, disciplinary action, or both, may result if work is conducted during hours other than agreed upon by the employee and supervisor.
4. Employees that telecommute are required to take work-free breaks and to

notify their supervisor if they are unable to do so.

5. Requests to work overtime; use sick leave, vacation, or other leave; or, changes to the work schedule must be pre-approved by the employee's supervisor in the same manner as when working onsite. If an employee needs to use sick leave for themelves or a family member while working at home, then the employee must contact their supervisor to report the illness and use sick leave.
6. Employees that telecommute are required to be available by phone and e-mail during scheduled hours, except during agreed upon break periods. Voicemail messages must be checked and returned at agreed upon intervals. If the employee is provided with a City issued phone, this phone should be utilized for business purposes only.
7. Employees that are scheduled to telecommute may still be required to physically attend meetings or events as dictated by operational requirements.
8. If an employee that telecommutes is unable to work due to failure of equipment that cannot be resolved over the phone, within 30 minutes, or due to other extenuating circumstances, the employee shall contact their supervisor/designee immediately and report to work onsite.
9. The employee telecommuting shall have their screen turn on so they are visible during the duration of all virtual meetings with a background that is preapproved by the City.

WORK LOCATION:

1. Employees requesting approval to telecommute will be required to designate a specific workstation within their homes. Any modifications to spaces within the employee's home will be at the employee's expense. The City bears no responsibility to reimburse the employee for expenses incurred to create a suitable workstation for telecommuting purposes including but not limited to the purchase of office furniture, office equipment, maintenance of phone and data lines, or cost of utilities.
2. The employee and supervisor will agree upon the remote site location. All telecommute assignments will be conducted at the designated remote site location. If the agreed upon remote site location is the employee's home, the employee is expected to maintain a professional and productive home office work environment. Termination of the ability to telecommute, disciplinary action, or both, may result if work is conducted at a location other than agreed upon by the employee and supervisor.
3. The City's liability for injuries taking place while working at home will be confined to the designated area. The City's liability will also be confined to injuries taking place during the work hours agreed upon by the employee and their supervisor.
4. Residential safety practices are the employee's responsibility and are required for telecommute eligibility. The employee is responsible for exercising due care and maintaining their remote site location in a safe condition. The employee is not permitted to invite or have anyone at their

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remote site location for the purpose of conducting City business. The employee will maintain a professional and productive work environment when working from a remote site location, as if the employee worked at their primary City work location. The employee shall maintain a safe working environment at their remote site location and practice the same safety habits required while working in a City worksite. Any changes to the condition of the remote site location shall be immediately reported to the employee's supervisor who will determine if the workspace continues to meet City telecommute standards.

5. Upon moving to a new remote site location, or upon change in the condition of the existing remote site location, the employee shall complete a new Telecommute Agreement as soon as possible but no longer than one (1) business day from the day of the changed condition to recertify that their workplace still meets City requirements. The employee may continue to telecommute during the recertification process upon department approval.

EQUIPMENT, SUPPLIES AND SUPPORT:

The CIO will determine, with information supplied by the employee and the supervisor, the appropriate equipment needs (including hardware, software, modems, phone and data lines and other office equipment) for each telecommuting arrangement. Equipment supplied by the City will be maintained by the City. The employee is responsible for safely transporting City equipment to and from City Hall while telecommuting or when requested to return it for maintenance, repairs, updates or replacement. Equipment supplied by the employee, if deemed appropriate by the Department, will be maintained by the employee. The City accepts no responsibility for damage or repairs to employee-owned equipment. The City reserves the right to make determinations as to appropriate equipment, subject to change at any time. Equipment supplied by the City is to be used for business purposes only. The telecommuter must sign an inventory of all City owned 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, unless other arrangements have been made.

Telecommuters are expected to comply with all technology use policies as provided for in the City's Technology Use and Security Policy (TUSP). Violation of the TUSP will be grounds for termination of the telecommuting arrangement.

CONFIDENTIALITY:

City employees may have access to confidential and proprietary information not accessible to the general public. Duplicating or disclosing confidential or proprietary information, unless it serves a business necessity, is strictly prohibited, unless pre-approved in writing to serve a business necessity. When telecommuting, employees are required to maintain the same level of confidentiality of all City information and assigned equipment as they would at their main office location. Failure to safeguard the

City's equipment, confidential and proprietary information will result in disciplinary action, up to and including termination.

LIMITATIONS, FREQUENCY AND DURATION:

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.

Frequency of Telecommuting – Employee may telecommute up to a maximum of -six days aggregate in a pay period. During a declared local emergency or state of emergency, the Director of Emergency Services may increase the frequency of telecommuting to maintain essential City services.

Duration of the Telecommuting Arrangement – An approved aelecommuting arrangement will be valid for a maximum of 12 months. The employee must complete a new Telecommuting Arrangement form in order to continue and/or modify an existing arrangement.

Ending a Telecommuting Arrangement – Management will have the right to unilaterally terminate a telecommuting arrangement made with an employee at any time. Employees who no longer wish to telecommute may also terminate the aelecommute arrangement and return to full-time in-office work at any time.

If the employee was issued City equipment solely for the purposes of telecommuting, all City equipment must be returned to the City upon termination of the arrangement or separation from the City.

References:
Human Resources Performance Evaluation Policy IV-1
Human Resources Discipline Policy (III-1)
City's Technology Use and Security Policy (TUSP)

Attachments:
Telecommuting Arrangement Form – FLSA Exempt Employee
Telecommuting Arrangement-Supervisor Evaluation

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Telecommuting Arrangement Form – FLSA Exempt Employee

I, the undersigned employee ("Employee"), have read the telecommuting arrangement in its entirety and I agree to abide by the terms and conditions they contain. I understand and agree that the telecommuting arrangement is temporary and contingent upon approval by my Department Head, Human Resources Director and Chief Innovation Officer. Approval does not imply entitlement to a permanently modified position or a continued telecommute arrangement.

I understand and agree that the telecommuting arrangement is voluntary and may be terminated at any time. I further understand that the City may, at any time, change any or all of the conditions under which approval to participate in the telecommuting arrangement is granted, with or without notice.

I agree to and understand my duties, obligations, and responsibilities. I also understand it is my responsibility to provide adequate advance notification to my supervisor if I am unable to keep any of the agreed upon commitments and/or deliverables. If I fail to do so, I understand this Agreement may be immediately terminated.

The Agreement is valid from _____ to _____. I understand this Agreement expires on _____ and may not continue unless the City approves a new telecommuting arrangement in writing. The City may rescind this Agreement at any time.

Regularly Assigned Place of Employment: The days and hours the City expects the Employee to be physically present at the City Worksite are the following:

Alternate Worksite: The location and address of the Alternate Worksite is:

_____

Street City

_____

Zip Code State

The phone number to reach Employee at the Alternative Worksite while working under this Agreement is:

_____.

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The days and hours ("Work Schedule") the City permits the Employee to be physically present at the Alternate Worksite are the following:

Day	Morning		Lunch	Afternoon		Total Hours
	Start	End		Start	End	
Sunday						
Monday						
Tuesday						
Wednesday						
Thursday						
Friday						
Saturday						

The Employee agrees to report work-related injuries to the Employee's supervisor at the earliest reasonable opportunity. The Employee agrees to hold the City harmless for injury to third parties at the Alternate Worksite. I hereby affirm by my signature that I have read this Telecommuting Arrangement and understand and agree to all of its provisions.

_____

Employee's Name and Title Date

_____

Employee's Supervisor's Name and Title Date

Submit the completed and executed Employee Acknowledgement to the Human Resources Department at Hradmin@riversideca.gov. Indicate "Telecommute Arrangement – "EMPLOYEE'S NAME"" in the subject line of the email.

TELECOMMUTING ARRANGEMENT- SUPERVISOR EVALUATION

Please evaluate the following areas and determine if a Telecommuting Arrangement is suitable for the employee: _____.

#	Criteria	Approved	Denied	Other	Comments
1	The operational needs of the Department and/or Division;				
2	The disruption of or potential for disruption to the Department and/or Division functions;				
3	The ability of the employee to perform his or her job duties (both essential and marginal) from a location other than the employee's normal worksite within the City of Riverside ('Alternate Worksite") without diminishing the quantity or quality of the work performed;				
4	The degree to which the employee's job functions require face-to-face interaction with other City of Riverside employees, key stakeholders and/or members of the public;				
5	The employee's job performance,;				
6	The employee's length of service with the agency, department or division;				
7	The portability of the employee's work, including the employee's ability to remotely access tools, equipment, and materials necessary to perform his or her job functions;				
8	The ability to create a functional, reliable, safe, and secure Alternate Worksite for the employee at a reasonable cost;				
9	The risk factors associated with performing the employee's job duties from a location other than the employee's normal worksite;				
10	The Department/Division capacity to monitor and measure the employee's work performance at the Alternate Worksite;				

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11	The employee's supervisory responsibilities;				
12	The employee's need for supervision;				
13	Other considerations deemed necessary and appropriate by the employee's immediate supervisor, Division Head, Department Head, City Manager and the Human Resources.				

I confirm that the request for _____ has been reviewed for my employee in accordance with the Telecommuting Program For FLSA Exempt Employees Policy.

Based on my evaluation, it is determined that the department is able to approve this request within the following terms:

Telework Duration:

Telework Frequency:

Other considerations:

Evaluation of the Telecommuting Arrangement shall be completed 90 days after the effective date:_____

Note: An approved Telecommuting Arrangement will be valid for a maximum of 12 months. The employee must complete a new Telecommuting Arrangement form in order to continue and/or modify an existing arrangement.

_____ _____
Supervisor Name Date

_____ _____
Supervisor Signature Date

_____ _____
Department Head Signature Date

_____ _____
Chief Innovation Officer Signature Date

_____ _____
Human Resources Director Signature Date

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