



City of Riverside, California
Human Resources Policy and Procedure Manual

Approved:

Human Resources Director

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 working 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 ~~t~~Telecommuting aArrangement shall be executed prior to the start of telecommuting work. Approval of a ~~t~~Telecommuting aArrangement is at management's discretion, not an employee right, entitlement, or negotiated benefit or guarantee, and may be modified or terminated at any time based on the business and operational needs of the department. ~~Telecommuting is not appropriate for all employees and no employee is entitled or guaranteed the opportunity to telecommute.~~ 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 ~~d~~Department and ~~d~~Division;
2. The disruption of or potential for disruption to the ~~d~~Department and/or ~~d~~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, ~~as determined by their last performance review~~;
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~~ their job functions;
8. The ability to create a functional, reliable, safe, and secure ~~a~~Alternate ~~w~~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 ~~d~~Department/~~d~~Division capacity to monitor and measure the employee's work performance at the ~~a~~Alternate ~~w~~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, ~~Division Head/Manager~~, Department Head, City Manager and ~~the~~ 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 business-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.

NOTE:

~~• Employee suitability — The employee and supervisor will assess the City's operational needs and the work habits of the employee. The supervisor will consider the quality and quantity of the employee's work; ability to work independently; and ability to plan and organize work to accomplish assigned tasks.~~

~~• Job responsibilities — The employee and supervisor will discuss the job responsibilities and determine if it is appropriate for a telecommuting arrangement. The supervisor shall consider the following when evaluating a request for a telecommute arrangement:~~

- ~~○ Identifying regular work assignments that are suitable for telework~~
- ~~○ Identifying the appropriate length of the telecommuting assignment, and its operational feasibility for the department~~

- ~~Supervisory or lead responsibilities over subordinate staff which require on-site presence~~
- ~~Attendance at on-site meetings~~
- ~~Level of accessibility by telephone and/or email during the telecommuter's regular scheduled work hours or as specified in the Telecommuting Agreement.~~
- ~~Level of interaction with key stakeholders, co-workers, and the public needed to properly perform core functions~~
- ~~Equipment needs, workspace considerations and scheduling issues—The employee and supervisor will review the physical workspace needs; the appropriate location for the telework; and the proposed schedule for telework.~~
- ~~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.~~

~~After evaluating the suitability of telecommuting, a Telecommute Arrangement Form must be completed by the employee and the supervisor. The Telecommuting Arrangement must be fully executed prior to the start of telecommuting work with the concurrence of the supervisor and approval from the Department Head, Chief Information Officer (CIO) and Human Resources Director. Telecommuting does not change the duties, obligations, responsibilities, or terms and conditions of City employment. Operational needs of the City and department are subject to change, and therefore may require reassessment of the feasibility of approved telecommuting assignment from time to time. In such cases the City will make every effort to notify the employee timely when an approved telecommuting assignment must be revoked or changed.~~

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 themselves 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 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 ~~t~~Telecommuting ~~a~~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 ~~four~~ 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 ~~a~~Telecommuting aArrangement 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 ~~a~~Telecommute 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.

REQUIREMENTS:

1. Employee Eligibility Requirement—To be eligible for a telecommuting arrangement, the employee must:
 - a. Have been employed in their current position for a minimum of twelve continuous months;
 - Be exempt from overtime requirements of the Fair Labor Standards Act (FLSA) and not subject to overtime pay provisions;
 - An employee may not teleworktelecommute under the established policy, if:
 - The employee has been officially disciplined, in accordance with the City of Riverside's Discipline Policy (III-1), due to unsatisfactory attendance;

performance, or behavior that would undermine such Teleworking Agreement.

- The employee has received an overall "2" rating or lower on their performance appraisal within the past 12 months.
- The scope of duties require direct handling of secure materials determined to be inappropriate for telework by the Department Head;
- The job duties require on-site activity that cannot be handled remotely or at an alternate worksite.

b. —

c. — Not receive an overall rating of Unsatisfactory (2 or below) on a Performance Appraisal within the last twelve months.

2. — Request for Approval — An employee requesting approval to telecommute must complete the Telecommute Arrangement Form and submit the form to their supervisor for concurrence. A Telecommute Arrangement requires approval from the Department Head, CIO, and Human Resources Director prior to beginning work.

3. — Equipment — 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.

— Frequency of Telecommuting — Employee may telecommute up to a maximum of four two days aggregate in a work week.

4. — During a declared state of emergency, the Director of Emergency Services may increase the frequency of telecommuting to maintain essential City services.

5. — Child Care — Telecommuters are not allowed to care for children age 12 and younger while working at home. An employee who has an ill child may temporarily, care for the child while working at home with the approval of the immediate supervisor.

6. ~~Evaluation of the Telecommute Arrangement~~ — It is expected that the Supervisor will assess the appropriateness of the telecommute arrangement through regular interaction by phone or email between the employee and the supervisor. The Supervisor will ensure that the arrangement is consistent with the needs of the Department. The Supervisor shall complete an evaluation form of the telecommuter's performance at the end of thirty days (30) and make recommendations for the continuance, modification or termination of the telecommute arrangement.

Evaluation of the telecommute arrangement beyond the first thirty (30) 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.

7. ~~Safety and Liability~~ — 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.

This work area will be considered an extension of the employee's regular office work space; subsequently the City's workers compensation liability for injuries will also extend to this space. Employees will be responsible for maintaining safe conditions in this work area. Supervisors may make safety inspections of home workstations. The City's liability for injuries taking place while working at home will be confined to this area. The City's liability will also be confined to injuries taking place during the work hours agreed upon by the employee and his or her supervisor. Telecommuters will be required to work a schedule agreed upon in the Telecommute Arrangement. They will follow any guidelines set by the department for office communications, such as making regular calls to the office voice mail system to check for messages.

- 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.

8. ~~Duration of the Telecommuting Arrangement~~ — 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.

9. ~~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 Telecommute 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.

10. ~~Ad Hoc Arrangements~~ — The Department Head may approve temporary telecommuting arrangements for circumstances such as inclement weather, natural disaster, business travel or other emergency situation; personal travel is excluded. Such approvals shall not exceed 40 hours or 5 days in a thirty day period.
11. ~~Limitations~~ — 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 has work restrictions and not able to report to work at their normal workstation, please contact the Human Resources Department for an evaluation for temporary reasonable accommodation.
12. ~~Exemptions~~ — A telecommute arrangement is not required for the employees in the following categories. It is understood that these employees will be required to perform City business when and where necessary.

City Manager

Assistant City Manager

Deputy City Manager

a. ~~Elected Officials~~

b. ~~Council Assistants~~

c. ~~Chief of Staff to the Mayor~~

d. ~~Charter Officers~~

e. ~~Department Heads~~

~~Deputy Directors~~

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-Employee Request Form – FLSA Exempt Employee

Telecommuting Arrangement-Supervisor Evaluation

TELECOMMUTING ARRANGEMENT- EMPLOYEE REQUEST FORM

Employee Name _____ Date of Request _____

Department _____ Hire Date _____

Classification _____ Employee ID _____

General Duties, Obligations and Responsibilities:

Employees must adhere to the provisions set forth in the Telecommuting Program For FLSA Exempt Employees Policy and the terms outlined on this Telecommuting Arrangement (TA).

Any deviation from the TA requires prior written approval from Department Head.

All existing duties, obligations, responsibilities and conditions of employment remain unchanged. Telecommuting employees are expected to abide by all City of Riverside and Departmental policies and procedures, rules and regulations, applicable Memoranda of Understanding, and all other official documents and directives.

Employees authorized to perform work at an Alternate Worksite must meet the same standards of performance and professionalism expected of employees in terms of job responsibilities, work product, timeliness of assignments, and contact with other employees and the public.

Employees shall ensure that all official City of Riverside documents are retained and maintained according to the normal operating procedures in the same manner as if working at City of Riverside worksite.

Employees may receive approval to use personal computer equipment or be provided with City of Riverside issued equipment at the discretion of the Chief Information Officer (CIO).

Where the Department/Division allows, but does not require, an employee to telecommute under the TA, the City of Riverside shall not be responsible for costs associated with the use of computer and/or cellular equipment, including energy, data or maintenance costs, network costs, home maintenance, home workspace furniture, ergonomic equipment, liability for third party claims, or any other incidental costs (e.g., utilities associated with the employee's telecommuting).

Employees may receive a virtual private network ("VPN") account, as approved by the City of Riverside.

Employees shall continue to abide by practices, policies and procedures for requests of sick, vacation and other leaves of absences. Requests to work overtime, declare vacation or take other time off from work must be pre-approved in writing by each employee's supervisor (refer to the Fringe Benefits and Salary Plan, FBSP). If an employee becomes ill while working under a TA, he/she the employee shall notify his/her their supervisor immediately and record on his/her their timesheet any hours not worked due to incapacitation.

Employees must take reasonable precautions to ensure their devices (e.g., computers, laptops, tablets, smart phones, etc.) are secure before connecting remotely to the City of

Riverside's network and must close or secure all connections to City of Riverside desktop or system resources (e.g., remote desktop, VPN connections, etc.) when not conducting work for the City of Riverside. Employees must maintain adequate firewall and security protection on all such devices used to conduct work from the aAlternate wWorksite.

Employees shall exercise the same precautions to safeguard electronic and paper information, protect confidentiality, and adhere to the City of Riverside's records retention policies, especially as it pertains to the California Public Records Act. Employees must safeguard all sensitive and confidential information (both on paper and in electronic form) relating to work they access from the aAlternate wWorksite or transport from their normal worksite to the aAlternate wWorksite. Employees must also take reasonable precautions to prevent third parties from accessing or handling sensitive and confidential information they access from the aAlternate wWorksite or transport from their worksite to the aAlternate wWorksite. Employees must return all records, documents, and correspondence to the dDepartment/dDivision at the termination of the TA or upon request by their supervisor,

Department Head or Human Resources.

Employees' salary and benefits remain unchanged. Workers' Compensation benefits will apply only to injuries arising out of and in the course of employment as defined by Workers' Compensation law. Employees must report any such work related injuries to their supervisor immediately. The City of Riverside shall not be responsible for injuries or property damage unrelated to such work activities, including injuries to third persons when said injuries occur at the Alternate Worksite.

All of Employees' existing supervisory relationships, lines of authority and supervisory practices remain in effect. Prior to the approval of this Agreement, supervisors and employees shall agree upon a reasonable set of goals and objectives to be accomplished. Supervisors shall use reasonable means to ensure that timelines are adhered to and that goals and objectives are achieved.

Any breach of the telecommuting agreement by the employee may result in termination of the Agreement and/or disciplinary action, up to and including termination of employment.

Please sign below to acknowledge that you have read the above information and to confirm that the provided information meets the eligibility requirements that have been listed on the Telecommuting Program For FLSA Exempt Employees Policy.

Employee Signature

Date

Completed TA Employee Request Form must be submitted to your direct supervisor to determine if you are eligible to telework based on the criteria outlined in the Telecommuting Program For FLSA Exempt Employees Policy.

Telecommuting Arrangement Form – FLSA Exempt Employee

I, the undersigned employee ("Employee"), have read the tTelecommuting aArrangement 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:

_____.

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

<u>Day</u>	<u>Morning</u>		<u>Lunch</u>	<u>Afternoon</u>		<u>Total Hours</u>
	<u>Start</u>	<u>End</u>		<u>Start</u>	<u>End</u>	
<u>Sunday</u>						
<u>Monday</u>						
<u>Tuesday</u>						
<u>Wednesday</u>						
<u>Thursday</u>						
<u>Friday</u>						
<u>Saturday</u>						

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	
<u>1</u>	<u>The operational needs of the Department and/or Division;</u>	-	-	-	-	
<u>2</u>	<u>The disruption of or potential for disruption to the Department and/or Division functions;</u>	-	-	-	-	
<u>3</u>	<u>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;</u>	-	-	-	-	
<u>4</u>	<u>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;</u>	-	-	-	-	
<u>5</u>	<u>The employee's job performance, as determined by their last performance review;</u>	-	-	-	-	
<u>6</u>	<u>The employee's length of service with the agency, department or division;</u>	-	-	-	-	
<u>7</u>	<u>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;</u>	-	-	-	-	
<u>8</u>	<u>The ability to create a functional, reliable, safe, and secure Alternate Worksite for the employee at a reasonable cost;</u>	-	-	-	-	
<u>9</u>	<u>The risk factors associated with performing the employee's job duties from a location other than the employee's normal worksite;</u>	-	-	-	-	
<u>10</u>	<u>The Department/Division capacity to monitor and measure the employee's work performance at the Alternate</u>	-	-	-	-	

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

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 ~~30~~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