

SDCRAA HUMAN RESOURCES STANDARDS AND PROCEDURES

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| Section: | Attendance and Leaves of Absence |
| Standard: | TELECOMMUTING PROGRAM |
| Section #: | B-14 |
| Effective: | October 5, 2011 |

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| See Also: | Personal Use of Authority Property; Computers, Electronic Media & Monitoring; Timekeeping; Attendance |
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GENERAL STANDARD

Telecommuting allows an employee to work at home or in a satellite location for all or part of their regular workweek. Telecommuting is an alternative work arrangement that may be appropriate for some employees and some job positions as determined by the President/CEO. Telecommuting is not appropriate for all job positions and is not an entitlement. An employee's physical presence at the Authority is preferred. However, telecommuting is an alternative work arrangement that may be allowed upon approval of the President/CEO. Telecommuting in no way changes the terms and conditions of employment with the Authority.

DEFINITIONS

TELECOMMUTING is defined as working at home or at another off-site location that is linked electronically (via computer, fax, etc.) to the employee's central office or principal place of employment. Telecommuting is a cooperative arrangement between the Authority and an employee, based upon the needs of the job, work group and the Authority.

PRESIDENT/CEO: The President/CEO of the Authority.

SPECIFIC STANDARDS

Upon a finding by and approval of the President/CEO that a business imperative exists to allow an employee to telecommute the employee may be allowed to telecommute for the period of time and under the conditions and circumstances agreed upon by the employee and the Authority. Telecommuting may only be allowed as a viable work arrangement in cases where the characteristics of the individual employee, the employee's position and responsibilities, the employee's current job assignments, and the employee's work group needs and assignments are best suited to such an arrangement.

Employee job responsibilities will not change due to telecommuting. Professionalism in terms of job responsibilities, work output, and customer orientation will continue to follow the standards set by the Authority.

The amount of time an employee is expected to work will not change due to telecommuting. Employee work hours will be mutually agreed upon by the supervisor and the employee. In the event that business conditions require the telecommuting employee's presence at a central work location function, meeting, or other event, the employee is expected to report to the central work location, even if such occurs during previously approved telecommuting hours.

Either an employee or a supervisor can suggest telecommuting as a possible work arrangement to be considered and approved by the President/CEO.

Telecommuting can be informal, such as working on the road during business travel, or formal, as will be described below. All telecommuting arrangements are made on a case-by-case basis, focusing on the business needs of the Authority first. Telecommuting arrangements are only available after review and approval by the: (1) the employee's supervisor; (2) the Human Resources Department; (3) the Vice President of the Department under which the employee works; and (4) the President/CEO.

Employees requesting telecommuting arrangements must (a) have been employed with the Authority for a minimum of twelve (12) months of continuous, regular employment, and (b) must have exhibited above average performance, in accordance with the Authority's performance appraisal process. All telecommuting arrangements will first be made on a trial basis for not more than three (3) months, and may be discontinued at any time at the request of the employee, the employee's supervisor or the President/CEO.

The availability of telecommuting as a flexible work arrangement for employees of the Authority can be discontinued at any time at the discretion of the President/CEO. Every effort will be made to provide fourteen (14) days notice of such a change to accommodate commuting, child care and other issues that may arise from such a change. There may be instances, however, where no notice is possible.

Things to consider when developing a telecommuting schedule include determining: (a) the length of commitment to the telecommuting schedule -- temporary or long term, (b) the number of days/week, (c) the days of week that would be least disruptive to the Authority, and (d) the variability of schedule.

PROCEDURES

1. Before entering into any telecommuting agreement, the employee and supervisor, with the assistance of the Human Resource Department, will evaluate the suitability of such an

arrangement paying particular attention to the following areas by using the attached Telecommuting Feasibility Worksheet:

- Employee Suitability - the employee and supervisor will assess the needs and work habits of the employee as compared to traits customarily recognized as appropriate for successful telecommuters.
 - Job Responsibilities - the employee and supervisor will discuss job responsibilities and determine if the job is appropriate for telecommuting.
 - Equipment Needs, Work Space Design Considerations and Scheduling – the employee and supervisor will determine the equipment needs and scheduling issues associated with a telecommuting arrangement. A laptop with VPN access, Skype or web conferencing tools, and a cell phone are standard requirements for most telecommuting. Longer-term telecommuting arrangements may require a desk, chair, PC and monitor arrangement, and a land line telephone as well as a scanner/printer to transmit documents. The duration of the telecommuting arrangement will be discussed along with a determination of the employee's daily work schedule.
 - Tax and Other Legal Implications – the employee and supervisor will discuss the legal implications, if any, arising from the business use of the employee's home based on state and local government restrictions. Responsibility for fulfilling all obligations in this area rests solely with the employee.
2. If the employee and supervisor agree, and the Human Resource Department concurs, a Request for Approval of Telecommuting Arrangement, including the Telecommuting Feasibility Worksheet (attached as Exhibit___), and a draft telecommuting agreement (attached as Exhibit ___) will be prepared and forwarded for approval to the Vice President of the Department for which the employee works.
 3. Upon approval by the applicable Vice President, the Request for Approval of Telecommuting Arrangement and the draft telecommuting agreement will be forwarded to the President/CEO for approval.
 4. If the Request for Approval of Telecommuting Arrangement and the draft telecommuting agreement are approved by the President/CEO, the telecommuting agreement will be signed by the employee, the employee's supervisor and the Human Resources Department and a three (3) month trial period will commence.
 5. The Authority will determine, with information supplied by the employee and the supervisor, the appropriate equipment needs (including hardware, software, modems, phone and data lines, facsimile equipment or software, photocopiers, etc.) for each telecommuting arrangement on a case-by-case basis. The Human Resources and Information Technology Departments will serve as resources to determine the appropriate equipment needed to support the telecommuting arrangement.
 6. Equipment supplied by the Authority will be maintained by the Authority. Equipment supplied by the employee will be maintained by the employee.

7. The Authority accepts no responsibility for damage or repairs to employee-owned equipment. The Authority reserves the right to make determinations as to appropriate equipment, subject to change at any time. Equipment supplied by the Authority shall be used for business purposes only.
8. The employee shall sign an inventory for all Authority property received and agrees to take appropriate action to protect the items from damage or theft.
9. The employee shall return all Authority property to the Authority upon termination of telecommuting, unless other arrangements have been made.
10. Consistent with the Authority's expectations that its employees protect the security of proprietary information of the Authority, its employees and customers, telecommuting employees will also be expected to ensure the protection of all such proprietary information accessible from their home office. Protection should include, but is not limited to, using (a) locked file cabinets, disk boxes and desks, (b) passwords for computer access, and (c) any other steps appropriate for the job and the environment.
11. The employee will establish an appropriate work environment within the home for work purposes. The Authority will not be responsible for costs associated with initial setup of the employee's home office such as remodeling, furniture or lighting, nor for repairs or modifications to the home office space. Employees will be offered appropriate assistance in setting up a work station designed for safe, comfortable work.
12. If equipment is delivered, a designated representative of the Authority may visit the employee's home work site or other telecommuting location to inspect for possible work hazards and suggest modifications. Repeat inspections may occur on an as-needed basis.
13. Injuries sustained by the telecommuting employee while at their home work location and in conjunction with their regular work duties may be covered by the Authority's workers' compensation policy. Telecommuting employees are responsible for notifying the Authority of such injuries in accordance with Authority's worker's compensation procedures. The employee is liable for any injuries sustained by visitors to their work site.
14. The Authority will supply the employee with appropriate office supplies (pens, paper, etc.) for successful completion of job responsibilities. The Authority will also reimburse the employee for all pre-approved business-related expenses such as phone calls, shipping costs, etc. that are reasonably incurred in accordance with job responsibilities.
15. The employee and supervisor will agree on the number of days of telecommuting allowed each week, the work schedule the employee will customarily maintain, and the manner and frequency of communication during the agreed upon work schedule.
16. The employee agrees to be accessible by phone and/or email within a reasonable time period during the agreed upon work schedule.
17. Telecommuting employees who are not exempt from the overtime requirements of the Fair Labor Standards Act will be required to record all hours worked in a manner designated by the Authority. Telecommuting employees will be held to the same standards of compliance as office-based employees.

- Hours worked in excess of those specified per day and per work week, in accordance with state and federal requirements will require the advance approval of the supervisor. Failure to comply with this requirement can result in the immediate termination of the telecommuting agreement.
 - Employees who are exempt from overtime and are working intermittently or on a reduced schedule as part of a FMLA or ADA accommodation will be required to follow the procedures issued by the Human Resources Department.
18. Evaluation of the employee's performance during the trial period will include daily interaction by phone and e-mail between the employee and the supervisor and, if requested by the supervisor, weekly face-to-face meetings to discuss assignments, work progress, challenges and issues. At the conclusion of the trial period the employee and supervisor will each complete an evaluation of the arrangement and make recommendations for continuance or modifications. Once the supervisor has established and approved the employee's communication requirements, evaluation of the employee's performance will be consistent with that received by employees working at the office in both content and frequency, but will focus on work output and completion of objectives rather than time-based performance.
19. An appropriate level of communication between the employee and supervisor will be agreed to as part of the discussion process and will be implemented during the trial period. After conclusion of the trial period, the supervisor and employee will communicate at a level consistent with employees working at the office and in a manner and frequency that is appropriate for the job and the individuals involved. Web conferencing is a viable tool for team meetings as well as weekly or biweekly status meetings between the employee and supervisor.
20. Telecommuting is NOT designed to be a replacement for appropriate child care. Although an individual employee's schedule may be modified to accommodate child care needs, the focus of the arrangement must remain on job performance and meeting business demands. Prospective telecommuters are encouraged to discuss expectations of telecommuting with family members prior to entering into a trial period.
21. Employees entering into a telecommuting agreement may be required to forfeit use of assigned Authority office or workstation in favor of a shared arrangement to maximize the Authority's office space needs.
22. In certain limited circumstances, the Authority may contract with an office space provider to meet the needs of employees who wish to telecommute but who do not have appropriate home office space, or for groups of employees whose proximity to the Authority and to each other makes such an arrangement feasible.

EXHIBIT A

TELECOMMUTING FEASIBILITY ASSESSMENT WORKSHEET

This worksheet lists the factors the supervisor and telecommuting employee should consider in assessing the feasibility of a telecommuting arrangement.

The worksheet shall be used when:

- Both the employee and the supervisor have reviewed and understand the Authority's and the Department's requirements for telecommuting.
- The supervisor has determined that telecommuting is consistent with and/or will not interfere with the Authority's business goals and requirements.
- The supervisor has determined that the employee meets the eligibility criteria established by the Authority.

FEASIBILITY WORKSHEET FOR

| | | | |
|----------------------|--|------------------------|--|
| Employee Name | | Department | |
| Job Title | | Supervisor Name | |

WORK PRODUCT ASSESSMENT

| Duties/Project description Describe the specific work assignments to be done at home or alternate worksite. | Duration: on-going or project |
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FACTORS FOR REVIEW DURING FEASIBILITY ASSESSMENT

Impact on Authority:

- Are there Authority business requirements that might conflict with a telecommuting arrangement? (e.g., attendance at staff meetings)
- What, if any, office activities need to be reorganized in order to facilitate the telecommuting arrangement?

Evaluating/Monitoring Work Product:

- Is there an adequate method for evaluating work? Consider whether work assignments and objectives need to be clearly defined for telecommuting.
- Who will monitor work, when, and how?
- Is there a need for reports - daily/weekly, written /verbal?

Unpredictable Job Elements:

- Are there aspects of the employee's work that are unpredictable and need immediate attention? How will these situations be handled when the employee is telecommuting?

Contacts:

- How much in-person communication is needed to perform assignments? What is the impact should the employee not be available for in-person communication with clients and co-workers?
- What impact, if any, will telecommuting have on timely communication with clients?
- What impact, if any, will telecommuting have on timely communication between employee and other staff?

Meetings:

- To what extent will/can regularly scheduled meetings be rearranged?
- How many staff would be impacted by such a change?
- Is it practical to attend meetings by conference call?

Minimizing Distractions:

- How will disruptions be minimized (e.g., personal business, children, housemates, etc.)?

RESOURCE NEEDS FOR HOME OR ALTERNATE WORKSITE

(REMINDER: Authority standards and guidelines require that Authority resources, including equipment, supplies, e-mail, internet access, furniture, etc., are used for Authority work-related reasons only.)

| Equipment Needed | Frequency of use Daily/Weekly/Monthly | Provided by Employee or SDCRAA? | Cost Estimate If Provided by SDCRAA |
|-------------------------------------|--|--|---|
| Telephone | | | |
| • conferencing | | | |
| • voice mail | | | |
| • call waiting | | | |
| • long distance | | | |
| Cell phone | | | |
| Computer | | | |
| Modem/Internet Connect | | | |
| Fax | | | |
| Scanner | | | |
| Printer | | | |
| Copier | | | |
| Other: | | | |
| Software Needed | Frequency of use Daily/Weekly/Monthly | Provided by Employee or SDCRAA? | Cost Estimate If Provided by SDCRAA |
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| | | | |
| Furniture and Other Supplies Needed | | | |
| Workstation | Provided by Employee or SDCRAA? | Cost Estimate if Provided by SDCRAA | |
| Chair | | | |
| Workstation (desk) | | | |
| File cabinet | | | |
| Storage | | | |
| Other | | | |
| | | | |
| | | | |
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FACTORS TO CONSIDER WHEN DETERMINING RESOURCE NEEDS

Equipment:

- Do any identified equipment requirements present an obstacle to telecommuting? Can Authority-provided equipment be properly secured?
- How will work time be addressed in the event of equipment failure, e.g., will the employee perform other work during equipment “downtime,” make up the time, or charge the time to applicable accrued leave?
- Does the employee have home or renter insurance to cover loss or theft of Authority property?
- If employee-owned furniture or equipment will be used, does it meet ergonomic and safety standards?

Software:

- If the employee’s personal equipment or software is to be used, are any upgrades needed? If yes, who will purchase it and insure proper installation?
- Who will be responsible for technical support for the telecommuting work station? Does the need for Authority technical support present a possible barrier to telecommuting?
- Are any costs to be shared? If yes:
 - How will cost sharing be determined?
 - What documentation will need to be provided and at what intervals?
 - How will reimbursement be handled?
- How will provisions be made for maintaining confidentiality and security of electronically stored information?

Supplies:

- How will supplies be requested and delivered?
- What documentation will need to be provided and at what intervals?
- How will reimbursement be handled?
- Where will supplies be kept?
- Does there need to be a plan to ensure that other household members do not use Authority supplies?

SDCRAA
Telecommuting Agreement
(For voluntary telecommuting arrangements)

This Telecommuting Agreement (“Agreement”) confirms the telecommuting arrangement for _____ (“Employee”), _____ (job title) in the Department of _____.

1. General Terms. By signing this Agreement, Employee confirms that s/he has reviewed, understands, and agrees to abide by its terms. Employee further agrees to abide by and comply with any and all applicable Authority and department policies, codes, standards and guidelines, including but not limited to the following Authority the standards:
 - Sections B1 thru B13 – Attendance & Leaves of Absence
 - B01 - timekeeping
 - B07 - work related injuries
 - B14 - revocability of the agreement
 - Sections D1 thru D19 – Workplace Practices
 - D01 - confidentiality of information and data
 - D07 - use of and responsibility for Authority-owned equipment and resources
 - D12 - safety and ergonomics
2. Termination. By signing this Agreement, Employee understands and agrees that telecommuting is an exception to the Authority’s policy that employees report to work at the Authority’s regular worksite and further that this Agreement may be terminated at any time by the Authority at its sole discretion.
3. Terms of Employment. This Agreement is not a contract of employment and does not provide any contractual rights to employment or continued employment with the Authority. It does not alter or supersede the terms of the existing employment relationship. Employee remains obligated to comply with all Authority standards, guidelines, rules, policies, practices, and instructions that would apply if Employee were working at the regular Authority worksite. Work products that Employee develops or produces while telecommuting remain solely the property of the Authority.

Work hours, compensation and leave scheduling while telecommuting must conform to applicable Authority policies and/or collective bargaining agreements. Employee’s supervisor must approve requests to work overtime or use accrued leave in the same manner as when Employee works at the regular Authority worksite.

4. Length of Commitment & Reversibility. This Agreement will begin on _____ and continue until _____. The term of this Agreement may be extended only with the written consent of the President/CEO in accordance with the Authority’s telecommuting arrangement policy. Should Employee wish to terminate this Agreement and the telecommuting arrangement, Employee agrees to provide a minimum of fourteen (14) calendar days’ advance written notice to the Authority.

Continuation of the Agreement is subject to review by the Authority at any time and may be revoked at any time at the sole discretion of the Authority. The Authority shall endeavor to provide fourteen (14) calendar days’ notice prior to termination of the Agreement, but shall be under no legal obligation to do so.

5. Telecommuting Assignment, Accountability and Performance Measurement. The document specifying in detail Employee’s telecommuting assignments, performance, communication protocols, expectations and work schedule is attached hereto as “Exhibit A” and by this reference is incorporated into this Agreement.

Employee agrees to stay current on department and work-group events and to facilitate communication with customers and co-workers who may need to interact with Employee while telecommuting. Employee also agrees to keep Employee’s supervisor fully informed of progress on assignments worked on at the alternate worksite and of any problems encountered while telecommuting. Employee agrees to structure his or her time to ensure attendance at required meetings as designated by the supervisor.

6. Equipment, Equipment Insurance, Office Supplies. Authority-owned resources may only be used for Authority business. Employee is responsible for ensuring that all Authority resources are properly used.

Employee agrees to take reasonable steps to protect any Authority property from theft, damage, or misuse. This includes maintaining data security and record confidentiality to at least the same standard as when Employee is working at the regular Authority worksite. Employee will comply with all licensing agreements for the installation and use of Authority owned software, including software installation on multiple computers. Employee will not copy Authority owned software in any manner unless such copying is expressly permitted by the licensing agreement. Depending on the circumstances, Employee may be responsible for any damage to or loss of Authority property.

When Employee uses personal equipment, software, data, supplies, and furniture, Employee is responsible for maintenance and repair of these items unless other arrangements have been made in advance and in writing with the supervisor. The Authority assumes no responsibility for any damage to, wear of, or loss of the Employee's personal property.

Employee agrees to return in good working order and in a timely fashion all Authority-owned items used at the alternate worksite upon request or if the Agreement is discontinued for any reason. If Authority must initiate legal action to regain possession of Authority-owned property, Employee agrees to pay all costs incurred by Authority, including attorneys' fees.

7. Telecommuting Site Safety and Ergonomics. Employee and Authority agree to work together to ensure that the alternate worksite is safe and ergonomically suitable.

Employee's supervisor and/or a Human Resources Department representative may make on-site visits to Employee's telecommuting site, at a mutually agreed upon time, to ensure that the designated work space is safe and free from hazards and to maintain, prepare, inspect, or retrieve Authority-owned equipment, software, data supplies and furniture.

Employee may be covered by workers' compensation for job-related injuries that occur in the course and scope of employment while telecommuting. Employee remains liable for injuries to third parties and/or members of the Employee's family on Employee's premises.

8. Signature. Signing this Agreement means that it has been reviewed and agreed upon by Employee, Employee's supervisor, Employee's department Vice President and the President/CEO.

| | |
|---|------------------------|
| Employee's signature | Date |
| Supervisor's signature | Date |
| Department Vice President's signature | Date |
| Director, Human Resources or designee | Approved / Disapproved |
| President/CEO or designee (if required) | Approved / Disapproved |

Attachment: Completed Telecommuting Assignment

Distribution:

Original: Department Personnel File

Copies: Employee, Appointing Authority or designee