

Title:	Telecommuting Program	
Purpose:	To establish a telecommuting program for the mutual benefit of employees and the City and County of Honolulu.	
Issued by:	Employment and Personnel Services	Date: February 15, 2005
References:	Mayor's Memo (1-12-95)	

I. POLICY

- A. The City and County of Honolulu (City) has established a decentralized telecommuting program for implementation by departments based on voluntary participation.
- B. The City elects to utilize a home-based telecommuting remote work site, considered to be an extension of the central work site. If work centers are established, modifications to this policy will be made to address them accordingly.
- C. Participating employees retain all rights and benefits as contained in departmental and civil service rules and regulations and relevant collective bargaining agreements, except for those specified herein.
- D. All requests for employee participation shall be reviewed and determined by the appointing authority or designated representative.
- E. Participation in the telecommuting program is a management prerogative and the best interests of the department shall be the major factor in reviewing individual requests.
- F. Appointing authorities or designated representatives shall determine the equipment requirements of telecommuters and the appropriate combination of equipment utilization, i.e., City or employee owned equipment.
- G. Employees have the right to refuse initial participation in the program and the right to terminate their participation in the program with at least fourteen (14) calendar days notice and return to the central work site.
- H. Appointing authorities or designated representatives have the right to deny participation to any requests and the right to terminate any individual participation in the program with at least fourteen (14) calendar days notice.

II. DEPARTMENT

Each department that elects to participate in this program shall adopt and enforce this policy. Any change to this policy requires the concurrence of the Director of Human Resources.

III. OBJECTIVE

To increase employee productivity by improving job satisfaction and morale, minimizing work interruptions, reducing absenteeism and/or sick leave usage, minimizing work/home

conflicts, and reducing the stress and associated costs of commuting to the central work site.

IV. PARTICIPATION

Provided each department elects to participate, the telecommuting program is open to all employees of the City including those on personal services contracts, provided their position and performance are deemed suitable for the program by the individual department head or designated representative. Employee participation is voluntary and subject to departmental approval. The City retains the right to refuse to make telecommuting available to any employee, or to terminate employee participation with notice of at least fourteen (14) calendar days, if it is no longer in the best interests of the department's operations.

V. DEFINITIONS

“Central Work Site” means the established place of work at the City's facility or operation.

“Core Hours” means the scheduled hours when a telecommuter **MUST** be available for contact at their home-based work site unless leave is authorized or the telecommuter is directed to the central work site by supervisory personnel. Core hours differ from work hours since telecommuters have flexibility in scheduling work hours, which may vary at times; conversely, core hours remain intact at all times, are not flexible and cannot be changed without supervisory approval.

“Employee's Agreement” means the signed agreement between the employee, the union when applicable, and the City outlining the employee's participation in the telecommuting program; see Attachment A.

“Home-based” means an appropriately identified telecommuting work site in an employee's home, rather than the central work site. Employees shall perform the functions, duties and responsibilities of their position from that home location.

“Memorandum of Agreement” means an agreement representing an employee's program participation, approved by the department, the supervisor and the union when applicable establishing agreed-upon guidelines for program implementation, see Attachment B.

“Remote Work Site” means a work site that is geographically in a location other than the central work site, i.e., home-based or in a work center.

VI. GUIDELINES

A. Participation

The department has the right to refuse to make telecommuting available to any employee or to terminate employee participation with advance notice of fourteen (14) calendar days if it is no longer in the best interest of the department's operations.

B. Maintenance of rights and benefits

Telecommuters retain all rights, salary, benefits and insurance coverage pertaining to their conditions of employment as contained in the departmental and civil service rules and regulations, relevant collective bargaining agreements, and the Hawaii Revised

Statutes, as applicable, except for those conditions which are specified herein. The program does not alter the employee's terms and conditions of their respective appointments, work status or work responsibilities.

C. Work hours

All participants are to telecommute on a part-time basis only, not on a full-time basis. They must report to the central work site at least once or twice a week to meet with their supervisors on work assignments, attend staff meetings, and perform any other work that cannot be performed as expeditiously at the remote work site.

D. Duration

The employee's agreement is valid for an agreed upon time frame, as indicated on the "Employee's Agreement" and/or "Memorandum of Agreement." The recommended duration is on a twelve (12) month basis. Either the department or the employee may terminate participation at any time with at least fourteen (14) calendar days notice and the employee shall return to work at the central work site.

E. Work schedule

The amount of work employees are expected to complete per day or per pay period remains unchanged. Employees are free to set their own work schedules; however, they must be available at their home-based remote work site during CORE HOURS unless they request and are approved leave or directed to the central work site by the supervisor. Employees may be directed by their supervisors to report to the central work site to attend meetings, perform filing, photocopying or other duties that cannot be accomplished at the remote work site, or when the use of the remote work site is impracticable (e.g., the computer is being repaired). When employees are scheduled to report to work at the central work site, they shall report at the time specified by their supervisors provided it is within their normally scheduled work hours. Any changes to the agreed upon work schedule shall be approved in advance by the supervisor.

F. Work assignments/evaluations

Telecommuters shall meet on a regular basis with their supervisor to receive work assignments and to review completed work, as directed. Work shall be performed in accordance with standard work procedures and guidelines. Program and work performance shall be measured by focusing on quality, quantity and timeliness of work product.

G. Attendance records

Employees are required to complete weekly time sheets and/or other attendance reports to verify work hours. Employees shall log the number of hours worked each day on a weekly form that they shall sign to certify to its accuracy. Supervisors shall give all employees explicit written directions not to work more than eight (8) hours per day and forty (40) hours per week without prior written supervisory approval. They shall also check with employees/timesheets to ensure no one is working more than eight (8) hours per day and forty (40) hours per week without their approval.

H. Leaves of absence

Telecommuters must obtain supervisory approval before taking leaves of absence in accordance with established office procedures. If they are not available during core hours due to personal business or illness, employees must notify their supervisors and request authorized leave. If granted, the appropriate leave documents must be

completed as soon as practicable. When employees become ill on a telecommuting work day, they shall report the hours worked and use sick leave credits to cover hours not worked.

I. Overtime

All hours worked in excess of eight (8) hours per day or forty (40) hours per week shall have prior supervisory approval and shall constitute overtime work compensable in accordance with applicable law, rules and regulations. Work performed without such approval shall not constitute overtime work and employees agree to waive the applicable provisions of their respective collective bargaining agreements.

J. Travel

Travel time from the remote work site to the central work site and vice versa shall be creditable toward meeting regular work hour requirements provided travel is during core hours and approved/authorized by the supervisor. Payment for mileage reimbursement is only authorized for trips in excess of the normal weekly total and specifically approved by the supervisor beforehand. No reimbursement for parking lot charges shall be allowed.

K. Utility reimbursement

Any significant increase in electricity usage/costs resulting from the work performed for the department may be reimbursable, pending documentation review and approval by the department head or designated representative. Additional telephone charges associated with work-related usage is reimbursable as approved and documented to the satisfaction of the department head or designated representative.

L. Remote work site

The home-based remote work site must have available desk space and/or an adequate work station in an approved area of the home dedicated to the exclusive use of the telecommuting program to perform job duties in a safe and efficient manner. The site shall be accessible to visits by supervisory personnel during normal work hours to ensure compliance with safety standards; twenty-four (24) hours advance notice shall be provided. The work area exclusively dedicated to telecommuting work is considered an extension of the City's work space, therefore, the City will continue to be liable for any workers' compensation injuries that occur during work hours, except for injuries arising from negligent acts of the telecommuter in not providing for a safe work environment at the home-based remote work site.

M. Equipment

As required, the department may provide a personal computer as well as software and requisite data supplies. A modem, dedicated telephone line, and related items may be supplied in some instances. All reasonable costs relating to the installation, use and maintenance of City equipment shall be paid by the department. Telecommuters are responsible for the proper use, care, maintenance, and reasonable safety/security precautions to guard against theft and damage. The equipment and supplies must be protected against unauthorized use (e.g., using or allowing others to use the equipment for non-City business). City purchased software shall not be duplicated except as authorized by the supervisor. City equipment shall remain the property of the department and shall be returned promptly at the end of the telecommuting arrangement or when directed by the supervisor.

Telecommuters who receive departmental approval to utilize their own personal computer understand that the City will not be liable for the care and/or any damage or depreciation in using the personal equipment. Telecommuters shall ensure their equipment meets City standards and is compatible with City equipment. Such personal equipment shall be provided at no additional cost to the department, except as provided by Section K above.

Departments that have technical questions or require technical support, e.g., on dedicated telephone lines, shall contact the Department of Information Technology (DIT) for assistance. DIT may also provide various cost projections for those departments needing estimates on additional equipment requirements to accommodate telecommuters.

N. Training

Training shall be provided to employees on linking their remote computers to the central work site.

O. Supplies

Supplies required to complete assigned work shall be obtained during a telecommuter's scheduled work days at the central work site. Reimbursement for supply purchases shall not be allowed without prior supervisory approval and documentation of the purchase.

P. Work materials

Work materials that are deemed restricted access such as payroll records shall not be taken from the central work site without the written consent of the supervisor.

Q. Security

Telecommuters are responsible for the proper use, care and maintenance of equipment, and reasonable safety and security precautions to guard against theft and damage of equipment as well as computer access codes and confidential information, documents and data. Reasonable standards of security pertain to what may be judged to be sound or rational preparations that are appropriate to each individual remote work site setting.

R. Rent/lease/condominium restrictions

Any restrictions on the use of a telecommuter's home through clauses in lease agreements, condominium rules or cooperative bylaws, or community covenants shall be the employee's responsibility to resolve prior to the commencement of the telecommuting arrangement.

S. Care for children/others

Telecommuters shall not undertake to provide primary care during core hours for a child (or children) under twelve (12) years of age or a person who has a serious health condition or disability.

1. If such person will be present during that time, another individual shall be present to provide primary care.
2. If such person is ill and care is required on a temporary basis by the telecommuter, prior approval by the supervisor shall be obtained.

T. Other costs

Telecommuters shall be responsible for any and all costs relating to homeowner's insurance premiums, tax implications related to the home work space and/or other personal liabilities such as, but not limited to, injuries to third parties on the telecommuter's premises.

VII. RESPONSIBILITIES

A. Departments and Agencies

1. Identify and select positions and employees best suited for telecommuting. Generally, positions that do not involve frequent interaction and coordination with others, where employees already work alone handling information such as writing, reading, telephoning, computer programming, word processing and data entry, and positions that do not require access to immovable files/office equipment, are well suited to the program. Field jobs, where employees are dispatched from home, may also be suited for the program provided they maintain adequate communication with the central work site on a regular scheduled basis. Self-motivated, well-organized employees with a high level of job knowledge who require little supervision are best suited.
2. Determine program length and equipment needs and identify financial resources to fulfill those needs, number of telecommuting work days per week, core hours, and the telecommuter's duties and responsibilities at the remote work site.
3. Determine the cost effectiveness of individual telecommuting agreements. Cost effectiveness is a major criterion in accepting, rejecting, or terminating individual telecommuting agreements. Increased cost to the department shall be offset by cost savings for increased productivity, reduced absenteeism, etc.
4. Secure the cooperation of affected bargaining units for the program's "Memorandum of Agreement", obtain required signatures and submit to DHR for review and signature.
5. Inspect, initially and periodically, the telecommuter's home-based work site to ascertain safety and efficiency of the remote work site.
6. Review, monitor and evaluate job performance by focusing on the quality, quantity and timeliness of the work product.
7. Ensure telecommuters and central work site staff understand the program, how it works and their role in overall operational and program efficiency.
8. Review, monitor and evaluate employee participation in the program as well as its impact on overall operations.

B. Employee

1. Comply with all City rules, regulations, policies, practices, and/or instructions in the performance of their duties. Violation may result in an employee's exclusion from

further involvement with the telecommuting program and/or disciplinary action, up to and including possible termination of employment.

2. Request supervisory approval for sick, vacation, or other leaves and overtime work as if working at the central work site. Employees shall complete and submit weekly time and attendance sheets to their supervisors.
3. Allow on-site visits by management, supervisory, technical repair or data specialists, as needed and with prior advanced notice, to ensure the work site is safe and free from hazards or to maintain, repair, inspect or retrieve City equipment, software, data and supplies.
4. Report immediately work-related injuries to their supervisor.
5. Ensure confidentiality of computer access codes and other confidential documents.
6. Agree not to undertake to provide primary care of children/others during core hours.
7. Participate in studies or research relating to the telecommuting program.
8. Report, as directed, to the central work site by supervisory personnel.
9. Review all written materials such as memos and announcements and perform any required work which is impracticable to do at the remote work site while assigned at the central work site.
10. Remain liable for tax implications, insurance concerns, and other personal liability issues.
11. Return promptly City equipment at the end of the telecommuting arrangement or when directed by supervisory personnel.

VIII. GUIDELINES FOR REVIEWING AN EMPLOYEE'S REQUEST FOR PARTICIPATION

- A. An employee wishing to participate first discusses telecommuting and potential benefits with their supervisor. If the supervisor makes a preliminary determination that participation may be beneficial to the department, the employee submits a written request similar to Attachment C.
- B. The supervisor reviews work content, employee knowledge and performance and decides on program suitability.
 1. In general, positions that are suitable for telecommuting often have the following characteristics.
 - a) They involve the handling of information such as reading, writing, telephoning, computer programming, data entry, and word processing.
 - b) They require little daily face-to-face interaction with others and long stretches of time when the employee may operate independently.

- c) The work is project-oriented or where segments are clearly defined and generated within specified periods of time.
 - d) Employee communications or information transfers may take place during central work site visits or over telephone lines.
2. In general, characteristics of successful telecommuters usually include the following traits.
 - a) High level of productivity.
 - b) Able to work with minimal direct supervision.
 - c) Conscientious about work time.
 - d) High level of skill and job knowledge.
 - e) Good organizational and time management skills.
 3. Supervisors should also take into account the employee's particular circumstances/reasons for requesting telecommuting.
- C. An "Employee's Agreement" similar to Attachment A, a "Memorandum of Agreement" similar to Attachment B, and written duties and responsibilities are completed, signed where applicable, and submitted to the director or designated representative for review and approval. (NOTE: The Memorandum may be used to customize the telecommuting arrangement to each individual employee's situation.)
- D. Employees receive a copy of the signed "Employee's Agreement", the "Memorandum of Agreement" and the duties and responsibilities to be performed at the remote work site.

IX. EVALUATION

Periodic evaluations of the program effectiveness shall be conducted involving management and employees to monitor the impact of telecommuting.

X. CURTAILMENT OF AGREEMENT

The employee or the City may terminate participation in the telecommuting program with at least 14 calendar days notice. The City retains the right to remove any employee from the program if the employee's participation fails to benefit the department's operations and/or his/her work performance fails to meet projected goals.

Attachment A

EMPLOYEE'S AGREEMENT

This is an agreement between the CITY AND COUNTY OF HONOLULU,

_____ (Department/Agency) and

_____ (Employee) to commence a VOLUNTEER program of telecommuting. The department approves the employee's participation and agrees to adhere to applicable policies and guidelines. The employee has read, understood, agreed to comply with, and received a copy of the 'Memorandum of Agreement', a part of this Agreement, as well as the mutually agreed upon duties which he/she shall perform at the remote work site. The employee shall participate in the program for the following agreed upon time frame _____, unless, for some reason, participation is terminated.

The CORE WORK HOURS are listed below and indicate times when the employee is scheduled and expected to be at their identified work site, unless leave has been requested/approved, or unless directed to the central work site by the supervisor.

Monday	_____
Tuesday	_____
Wednesday	_____
Thursday	_____
Friday	_____
Other Days	_____

The telecommuting work site address is: _____

_____, the telephone number is _____, the employee's work day

begins at _____, the telecommuter shall contact the central work site _____ times

daily to retrieve messages, and shall report to the central work site _____ days per week.

EMPLOYEE SIGNATURE/DATE

SUPERVISOR/DATE

DEPARTMENT DIRECTOR/DATE

Attachment B

EMPLOYEES: _____
(Select: Included or Excluded)

MEMORANDUM OF AGREEMENT

This MEMORANDUM OF AGREEMENT is entered into this _____ day of _____, _____, by and between _____ (EMPLOYEE OR UNION), hereinafter referred to as the _____ ('EMPLOYEE' OR 'UNION') and the CITY AND COUNTY OF HONOLULU, hereinafter referred to as the 'EMPLOYER'. This Memorandum shall be effective from _____ to, and including, _____.
(Date) (Date)

Witnesseth:

WHEREAS, "certain excluded employees in the _____, (Department or Agency)..."

OR

WHEREAS, "certain employees in Bargaining Unit # _____ of the _____ (Department or Agency), per Article # _____ of the _____ Bargaining Unit Agreement which provides for changes in conditions of work by mutual consent,..."

...have agreed in writing on an "Employee's Agreement", attached hereto, to participate in the telecommuting project for _____ (length of time);

THEREFORE, the Employer and _____ (Union OR Employee) in consideration of the terms hereinafter set forth, agree as follows:

1. **MAINTENANCE OF RIGHTS AND BENEFITS:** Employees shall retain all rights and benefits pertaining to their conditions of employment as contained in the departmental and Department of Human Resources rules/regulations, the rules of the Civil Service Commission, relevant collective bargaining agreements and the Hawaii Revised Statutes, as applicable, and except for those conditions which are specified herein.

2. **WORK SCHEDULE:** The amount of time employees are expected to work per day or per pay period remains unchanged and telecommuting shall be scheduled on a part-time basis. Employees are free to set their own work schedules; however, they must be available at the remote work site during CORE HOURS of _____, as indicated on the "Employee's Agreement", for contact by the central work site or the general public. If not available during core hours, employees must notify their supervisors and request authorized leave. If granted, the appropriate leave form must be completed.

Employees may be directed by their supervisors to report to the central work site to attend meetings, perform filing, photocopying or other duties that cannot be accomplished at the telecommuting work site, or when the telecommuting work site is impracticable (e.g., the

computer is being repaired). When employees are scheduled to report to work, they shall report at the time and place so directed by supervisory personnel.

Any changes to the agreed upon schedule shall be approved in advance by the supervisor. Employees are required to fill out weekly time sheets and/or other attendance reports to verify work hours.

3. **WORK ASSIGNMENTS:** The employer and the employee shall comply with the provisions of the City Telecommuting Program Policy (refer to Part VI. Guidelines, Section F. Work Assignments/Evaluations).

4. **LEAVE:** The employer and the employee shall comply with the provisions of the City Telecommuting Program Policy (refer to Part VI. Guidelines, Section H. Leaves of Absence).

5. **OVERTIME:** The employer and the employee shall comply with the provisions of the collective bargaining agreement.

6. **TRAVEL:** The employer and the employee shall comply with the provisions of the City Telecommuting Program Policy (refer to Part VI. Guidelines, Section J. Travel).

7. **UTILITY REIMBURSEMENT:** The employer and the employee shall comply with the provisions of the City Telecommuting Program Policy (refer to Part VI. Guidelines, Section K. Utility Reimbursement).

8. **WORK SITE:** The employer and the employee shall comply with the provisions of the City Telecommuting Program Policy (refer to Part VI. Guidelines, Section L. Remote Work Site).

9. **EQUIPMENT:** The employer and the employee shall comply with the provisions of the City Telecommuting Program Policy (refer to Part VI. Guidelines, Section M. Equipment).

10. **TRAINING:** The employer and the employee shall comply with the provisions of the City Telecommuting Program Policy (refer to Part VI. Guidelines, Section N. Training).

11. **SUPPLIES:** The employer and the employee shall comply with the provisions of the City Telecommuting Program Policy (refer to Part VI. Guidelines, Section O. Supplies).

12. **SECURITY:** The employer and the employee shall comply with the provisions of the City Telecommuting Program Policy (refer to Part VI. Guidelines, Section Q. Security).

13. **CARE FOR CHILDREN/OTHERS:** The employer and the employee shall comply with the provisions of the City Telecommuting Program Policy (refer to Part VI. Guidelines, Section S. Care for Children/Others).

14. **SURVEYS:** Employees may be required to participate in surveys to determine interest in telecommuting and telecommuters are required to participate in surveys to evaluate the program.

15. **OTHER ISSUES:** Provisions in the City Telecommuting Program Policy shall cover those areas of concern not specifically addressed in this Memorandum.

16. **VIOLATIONS:** Employees remain obligated to comply with all City rules, regulations, policies, practices and /or instructions in the performance of their duties. Violation may result in an employee's termination from the program and/or disciplinary action, up to and including possible termination of employment.

17. **CURTAILMENT OF AGREEMENT:** The employee or department may terminate participation in the program at any time, with 14 calendar days prior notice. The employer retains the right to remove any employee from the program, if employee's participation fails to benefit the department's operations.

CITY AND COUNTY OF HONOLULU:

EMPLOYEE:

DEPARTMENT/AGENCY DIRECTOR

DIRECTOR OF HUMAN RESOURCES

UNION REPRESENTATIVE
(When Applicable)

Attachment C

EMPLOYEE REQUEST FOR
TELECOMMUTING PARTICIPATION

(PLEASE PRINT CLEARLY)

DEPARTMENT _____ DIVISION _____

EMPLOYEE'S NAME _____

WORK ADDRESS: _____

HOME ADDRESS: _____

EMPLOYEE'S JOB TITLE _____

INCLUDED _____ EXCLUDED _____ BARGAINING UNIT _____

SUPERVISOR'S NAME _____

SUPERVISOR'S JOB TITLE _____

DESCRIPTION: NUMBER OF DAYS PER WEEK _____;
PROPOSED WORK SCHEDULE/CORE HOURS:

JOB TASKS:

EQUIPMENT NEEDS:

COMPUTER _____ PROVIDED BY _____

TELEPHONE LINE _____ TYPEWRITER _____

OTHER _____

BENEFITS TO CITY:

EMPLOYEE NAME (PLEASE PRINT)

EMPLOYEE SIGNATURE/DATE