

EXECUTIVE ORDER NO. 52

EFFECTIVE DATE: December 16 , 1994

SUBJECT: TELECOMMUTING

Definition: Telecommuting is defined as transportation and work alternatives that substitute home-to-work commuting with working at home or at satellite work locations as authorized by a supervisor.

Policy Statement: Metro supports authorized telecommuting by employees to reduce energy used in transportation, to decrease traffic congestion, to improve air quality, and to improve the environment.

This policy addresses telecommuting on a part-time basis, generally one to two days per week or for special projects as assigned. It does not set conditions for home-based employees, whose primary place of business is their home.

Telecommuting does not include temporary work at home due to specific employee situations such as child care, recovering from an illness or caring for an ill family member. Such situations should be arranged between the employee and his/her supervisor. This policy will comply with all applicable provisions of the Americans With Disabilities Act (ADA).

CONDITIONS: To ensure an effective, productive telecommuting program, Metro establishes the following policies:

A. GENERAL

1. Professionalism in terms of job responsibilities, work products, and customer or public contact will continue to follow the same high standards as currently are being met by Metro staff.
2. Metro is committed to the telecommuting program and will enhance network access from remote locations. However, current system constraints may not guarantee modem access to the system.
3. Telecommuting is not suitable for all employees and/or positions. Any employee who wants to telecommute must discuss the request with his/her supervisor. The supervisor will make the final decision about telecommuting and suitability. A supervisor may terminate an authorized telecommuting situation at any time.

4. To be eligible to participate, an employee must have completed the probationary period in his/her current position. Employee participation in Metro's telecommuting program is voluntary.
5. Telecommuters must be self-motivated, have minimal requirements for face-to-face daily supervision, and must be conscientious about work time and productivity.
6. Employee salary/wages, benefits, and employer-sponsored insurance coverage will not change as a result of telecommuting.
7. A telecommuting employee's conditions of employment remain the same as for non-telecommuting employees.
8. Telecommuting is not a substitute for child care. Telecommuters shall make appropriate child care arrangements during the agreed-upon telecommuting work hours.
9. Trips between the employee's home and primary work location are not reimbursable.
10. While telecommuting, the employee should be reachable by telephone, fax, network access, or E-Mail during agreed-upon work hours. The employee and supervisor will agree on how to handle phone messages, including the feasibility of call forwarding, voice-mail, frequency of checking phone messages, and feasibility of having a home phone answering machine.
11. More specific conditions relating to the employee's telecommuting are detailed in the Telecommuting Agreement (Attachment 1), which must be filled out by the employee and his/her supervisor prior to the start of telecommuting.

B. HOME OFFICE

1. A designated home work space shall be maintained by the telecommuter that is quiet, free of distractions and kept in a clean, professional and safe condition, with adequate lighting and ventilation.
2. Since the employee's home work space is an extension of Metro work space, Metro's liability for job-related accidents or injuries will continue to exist during the approved work schedule and in the employee's designated work location. To ensure that safe working conditions exist, Metro retains the right to make on-site inspections of the home work space at mutually agreed upon times.

3. A consistent schedule of telecommuting work days and hours is desirable for many jobs to ensure regular and predictable contact with Metro staff and others. For some positions, more flexibility in work hours and days is feasible. A specific work schedule will be stated in the Telecommuting Agreement and must be authorized by the supervisor.

C. SUPPLIES AND EQUIPMENT

1. Office supplies will be provided by the employee's department. Out-of-pocket expenses for supplies normally available in the department will not be reimbursed.
2. Metro will not provide office furniture for telecommuters.
3. The following conditions shall apply to use of computers, software and other equipment:
 - a. In most instances, the telecommuter will provide his/her own equipment. Use of Metro equipment will be decided by the supervisor. Metro equipment in the home office may not be used for personal purposes.
 - b. Metro-owned software shall not be duplicated.
 - c. The telecommuter and supervisor will comply with the Using Business Software Home Directive in the Computer Handbook published by ISD.
 - d. The home computer must be plugged into a surge protector and have current virus protection maintained on it.
 - e. Restricted-access materials shall not be taken out to the office or accessed through the computer unless approved in advance by the supervisor.
 - f. Unless otherwise agreed to in writing prior to any loss, damage, or wear, Metro does not assume liability for loss, damage, or wear of employee-owned equipment.



Rena Cusma, Executive Officer



Dated

Attachment A

Executive Order No.: 52

METRO TELECOMMUTING AGREEMENT

THESE CONDITIONS FOR TELECOMMUTING ARE AGREED UPON BY THE EMPLOYEE AND SUPERVISOR:

1. The employee agrees to work at the following location (please describe designated work area, e.g. home office, isolated section of the living room, etc.):

2. The employee's usual telecommuting work hours will be:

3. The following are typical assignments to be worked on by the employee at the remote work location:

4. Business telephone calls, including long distance telephone calls between the employee's home and primary office, made from the home will be paid as follows (e.g. Department credit card; employee reimbursement, etc.):

5. The decision whether to install a telephone line to the home for a personal computer will be made between the supervisor and employee. If such a line is installed, the expenses will be handled as follows:

6. Data calls made from the home with a personnel computer will be reimbursed as follows:

7. The following equipment will be used by the employee in the remote work location (please specify whether equipment is Metro or employee owned):

8. Employee agrees to call the office to obtain messages at least ____ times per day while working at home. Employee (agrees) (does not agree) to have a home answering machine, paid for by the employee, for messages. (Write in the specific agreement for phone availability of the employee):

9. Employee agrees to participate in Metro-provided telecommuting training.

10. Employee agrees to participate in Transportation Planning's evaluation of telecommuting including mileage logs and completion of questionnaires and other surveys.

11. Employee agrees to allow Metro to inspect the employee's designated work location at mutually agreed upon times to ensure that safe working conditions exist.

12. Additional conditions agreed upon by the telecommuting employee and the supervisor are as follows (e.g. child care arrangements, need of employee to attend meetings as necessary, etc):

This Agreement is subject to cancellation by the supervisor at any time as stated in the Telecommuting Executive Order No. 52.

I have read and understand Metro's telecommuting policies and agree to the conditions detailed.

Date: _____

Employee Signature: _____

Supervisor Signature: _____

Department Director: _____

cc: Employee's Personnel File