

# **CITY OF LEXINGTON TELECOMMUTING PROGRAM AGREEMENT FORM**

In order for the telecommuting program to operate smoothly, it is important that telecommuters and supervisors have a clear understanding of their roles. This agreement is intended to set forth the understanding between the telecommuter and supervisor. By participating in the telecommuting program, the City and the employee understand and agree to abide by the City's Telecommuting Program Policy document and the following conditions:

## **A. General**

1. At the discretion of the City, and unless the City requires an employee to telecommute, telecommuting is a voluntary work assignment which must have the mutual agreement of both the City and the employee. For a telecommuting assignment to be successful, it must continue to meet the needs of the City and the employee.
2. The duties, obligations, responsibilities, and conditions of a telecommuter's employment with the City shall remain unchanged.
3. The security and confidentiality of any City work brought to the telecommuting work site shall be maintained at all times by the employee.
4. The employee shall comply with all City/Department/Division rules, policies, practices and instructions. Violation of such may result in preclusion from telecommuting and/or disciplinary action, up to and including termination of employment.

## **B. Termination**

1. Telecommuting is not an employee benefit, but is an alternative method of meeting the needs of the City. Since employees do not have a right to telecommute, the assignment can be terminated any time it is determined that the City's needs are not being met. Similarly, employees who are not required to telecommute may return to the conventional office arrangement if they wish to withdraw from the telecommuting program.
2. A voluntary telecommuting arrangement may be terminated by the supervisor or by the employee upon submission of written notice to the other party. Upon receipt of the written notice, the telecommuting arrangement will be terminated on a date mutually acceptable to the City and the employee or thirty (30) calendar days from the date of written notice should there be no mutual agreement. Employees who are required to telecommute do not have the option to terminate the agreement.

## **C. Employee Coverage**

1. The employee shall remain covered by the provisions of the Civil Service Rules if applicable.
2. Employee's salary, retirement, benefits and insurance coverage are unchanged by telecommuting.
3. The employee is acting within the course and scope of employment only when engaged in job related activities at the designated work space during the telecommuting days and hours. Workers' Compensation benefits shall only apply to injuries arising out of and in the course of employment.
4. The City shall not be liable for injuries on the employee's premises to third persons or members of the employee residence.

## **D. Work Activity**

Each participant will agree with their supervisor on the objectives to be accomplished during the telecommuting period. Attachment "B" to this agreement shall include the method of measuring productivity.

## **E. Time Accounting**

The amount of time the employee is expected to work will not change due to participating in this program. Requests for overtime, sick leave, vacation, or other paid or unpaid leave must be approved by the employee's supervisor in the same manner as when working in the office. The employee and supervisor shall specifically agree to the telecommuting schedule as provided on Attachment "A" of this agreement.

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**F. Work Site**

The employee shall designate a specific work space as the telecommuting site. The work space shall be maintained in a safe condition, free from hazards and other dangers to the employee and equipment. The employee's designated work space shall be identified in Attachment "A" and shall be submitted with the safety checklist, Attachment "C" with each new/updated/annual Telecommuting Agreement.

**G. City-owned Supplies**

Supplies required to complete assigned work at the telecommuting site shall be obtained during the employee's in-office visits. Out-of-pocket expenses for supplies will not be reimbursed unless advance approval is given by the employee's supervisor.

**H. Employee-owned Equipment/Supplies**

If the employee uses their own equipment, the employee shall be solely responsible for maintenance and repair of equipment even though it is being used for work-related purposes.

**I. Dependent Care**

Telecommuting is not a substitute for child or dependent care. Adequate child or dependent care arrangements shall be made to assure the employee's work time remains uninterrupted.

**J. Tax Implications**

All individual tax implications related to the telecommuting work space shall be the responsibility of the employee.

**K. Participant Feedback**

Employees who telecommute are required to participate in all studies, inquiries, reports, or analyses relating to the City's telecommuting program. While the employee's individual responses shall remain anonymous to the public, the data may be compiled and made available to the public without identification of the employee's responses.

The above agreement has been fully reviewed and discussed. It is understood that this agreement must be in effect at all times for the telecommuting assignment to continue. Attachments "A", "B", and "C" of this document have been fully completed and will be updated at least once per year to reflect any changes, including but not limited to work location, work schedule, LFUCG-issued equipment, workplan and productivity measurement.

\_\_\_\_\_  
Employee Name                      Employee Number

\_\_\_\_\_  
Employee Signature                      Date

**SIGNATURES OF APPROVAL**

\_\_\_\_\_  
Supervisor Signature                      Date

\_\_\_\_\_  
Director Signature                      Date

\_\_\_\_\_  
Commissioner Signature                      Date

Send or email a copy of the approved Telecommuting Program Agreement Form and Attachments, including any updated attachments, to Human Resources.  
[HR-CustomerService@lexingtonky.gov](mailto:HR-CustomerService@lexingtonky.gov)

# CITY OF LEXINGTON TELECOMMUTING AGREEMENT FORM – ATTACHMENT "A"

**TELECOMMUTER:**

Employee Name: \_\_\_\_\_

Employee Number: \_\_\_\_\_

Job Title: \_\_\_\_\_

Division: \_\_\_\_\_

**TELECOMMUTER REMOTE WORK LOCATION:**

Full Address: \_\_\_\_\_

If the work location is not the employee's residence, where is it? Describe below.

**TELECOMMUTER SCHEDULE:**

	In Office		Remote		Rest Break (Begins)		Meal Period		Hours Scheduled to Work
	Begin	End	Begin	End	1	2	Begin	End	Total*
Monday									
Tuesday									
Wednesday									
Thursday									
Friday									
Saturday									
Sunday									
TOTAL HOURS SCHEDULED TO WORK									
*Includes rest breaks									

**TELECOMMUTING EQUIPMENT:**

Identify all telecommuting equipment expected to be used and the LFUCG inventory number or description, if applicable:

Equipment	LFUCG Inventory Number of Description, if Applicable

List all persons who have access to the telecommuting equipment described above:

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Supervisor's Signature

\_\_\_\_\_  
Date

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# CITY OF LEXINGTON TELECOMMUTING AGREEMENT FORM – ATTACHMENT "B"

## WORKPLAN:

1. List the City materials needed at the remote location.

2. List the specific type of tasks to be performed while telecommuting.

3. Describe the process for assigning work and establishing due dates.

4. Describe the method and frequency of communication with the supervisor.

## PRODUCTIVITY MEASUREMENT:

1. Describe the review process for completed work product.

2. Describe the frequency of work product review.

3. Identify the criteria for evaluating successful completion of assignments.

4. Identify the process for evaluating satisfactory job performance during telecommuting.

5. Describe the procedure for identifying problems which arise.

6. Compare the quality and quantity of work performed for each evaluation period with the work performed in a similar period during regular assignment.

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Supervisor's Signature

\_\_\_\_\_  
Date

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**CITY OF LEXINGTON TELECOMMUTING AGREEMENT FORM – ATTACHMENT "C"**

**SAFETY CHECKLIST:**

Employees who telework are required to ensure compliance with basic safety conditions and practices as part of their domestic workspace and activities. This check list must be signed and returned to your supervisor or manager and maintained at the division level. Any questions on the items below should be directed to your immediate supervisor.

**TELECOMMUTER:**

Employee Name: \_\_\_\_\_

Employee Number: \_\_\_\_\_

Job Title: \_\_\_\_\_

Division: \_\_\_\_\_

**TELECOMMUTER REMOTE WORK LOCATION:**

Full Address: \_\_\_\_\_

If the work location is not the employee's residence, where is it? Describe below.

\_\_\_ The workspace must be properly aligned and ergonomically sensible as needed to avoid awkward bodily positions and alignments that could contribute to strains and discomfort when working.

\_\_\_ The workspace must provide a clear desktop (or equivalent) and a chair. An ergonomic adjustable chair is preferred. Use of exercise balls, treadmills, stationary bikes, or other similar home workout equipment while conducting work is not permitted.

\_\_\_ The workspace must have adequate lighting and ventilation needed to avoid discomfort while working. Likewise, workspaces are not permitted in areas such as laundry rooms, utility closets, garages, workshops, attics, sheds, areas with hazardous materials, or the like.

\_\_\_ The workspace must have adequate electrical outlets for all devices used. A single U.L. approved power-strip is permitted for computer and accessories, if needed. Extension cords are not permitted for work equipment or purposes.

\_\_\_ The floor must be level and clear of all potential tripping hazards to include but not limited to papers, debris, boxes, bags, trash, wires, cables, clothing, shoes, or other such items.

\_\_\_ All doorways and designated exits must remain clear and unobstructed at all times while working.

\_\_\_ Home or domestic in-person work related meetings with other employees, vendors, or contractors are not permitted.

\_\_\_ All work supplies and equipment must be stored or arranged as needed to avoid climbing to access such items. If climbing is required, an appropriately rated step-ladder must be used.

\_\_\_ The designed workspace must be within audible range of a functional smoke detector.

\_\_\_ Phone access must be maintained at all times when teleworking. The designated phone number must be provided to the immediate supervisor if different than the number on file.

\_\_\_ Any emergencies and/or accidents that occur at home during work hours, while engaged in work activities, or if the situation interrupts work activities - must be reported to your supervisor as soon as reasonably possible.

\_\_\_\_\_  
**Employee's Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Supervisor's Signature**

\_\_\_\_\_  
**Date**

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