

**MEMORANDUM**

Date: March 13, 2020

To: All Employees

From: Aaron Donato, Labor Relations Manager



Cc: Recognized Employee Organizations

**Re: Emergency Work from Home Policy due to COVID-19**

Dear Employees:

The purpose of this memorandum is to advise all employees of a temporary Emergency Work from Home Policy.

1. This policy is in response to the declared local and national public health emergency related to the virus known as COVID-19 and shall remain in effect until such time that City determines that it is no longer necessary.
2. The City has been working diligently with State and County health officials to develop appropriate protocols to mitigate the risk of COVID-19 to our workforce, while still providing essential City services. To do so, the City has determined that getting more employees to work from home is a critical element of its efforts to slow the spread of this disease and is therefore taking the step of streamlining the City's telecommuting policy.
3. Eligible employees choosing to participate in the telecommuting program must complete and submit the telecommuting agreement and application, which must be approved by management. For the duration of the declaration of the emergency, the terms of that agreement are modified by this policy.
4. Not all City staff can adequately perform their work from home, and so not all employees will be allowed to participate in the telecommuting program. Employees whose classification and position have been identified as being able to work from home must also have the ability and technology to do so to be eligible to participate.
5. Employees who are ineligible for the telecommuting program will be required to report for work at their designated work site.
6. To the extent possible, management will work to minimize employee exposure to COVID-19 for those who are not permitted or able to work from home. Employees are encouraged to engage in "social distancing" and the City is taking steps to ensure meeting tools such as Web-Ex are available to employees.

7. The City will not provide employees with additional equipment to work from home. Employees who do not have City-issued equipment may utilize their own personal equipment so long as the equipment has the capability of allowing the employee to perform their job functions.
8. There shall be no additional technology allowance beyond what is provided in each of the relevant labor agreements.
9. Telecommuting employees must forward their desk or work phone to their personal phone number and answer that phone during their work shift.
10. Provisions of the City's existing Telecommuting Program Policy will apply during this time except that:
  - a. Eligibility – employees will be advised of their eligibility to participate in the telecommuting program by their employing department.
  - b. Working Days – the four-day-per-week limitation on telecommuting is suspended; your supervisor will advise as to how many days per week you are authorized or required to telecommute.
  - c. Participation – participation will be determined in the sole discretion of the City and may become mandatory for eligible employees.
  - d. Termination – any telecommuting arrangement resulting from this interim policy may be terminated by the City upon seven calendar days written notice.
  - e. Anti-virus Software – the City will not provide employees with anti-virus software for their personal electronic devices.
11. Compliant with Civil Service Board Rule 16, employees who call-out or are sent home by management due to a COVID-19 related matter and/or illness are required to utilize their own leave balances or utilize absent without pay on their timesheet.

Attachments: City Telecommute Policy

# **TELECOMMUTING PROGRAM**

The Telecommuting Program shall be governed by the policies and procedures described below.

## **1. General**

The program shall be effective May 1, 1995, and requires the agreement as set forth in the attachments. Telecommuting is voluntary and requires cooperation from the supervisor as well as commitment from the telecommuter.

## **2. Program Participation**

The following full-time represented employees are eligible to participate in the program:

- Represented personnel covered by a labor agreement which permits telecommuting
- Unrepresented Confidential/Administrative personnel

## **3. Working Hours**

The workday shall be at least eight hours with no more than four workdays per week telecommuting. The telecommuting and daily work hours schedule must be arranged between the employee and the supervisor. The means and frequency of communication with the office must be established.

## **4. Measurement of Work Activity**

The program shall be effective May 1, 1995, and requires the agreement as set forth in the attachments. Telecommuting is voluntary and requires cooperation from the supervisor as well as commitment from the telecommuter.

## **5. On-Site Visits to the Work Area**

The telecommuter shall set aside a designated work area in the home. A City representative may make on-site visits to the telecommuter's residence to determine that the worksite is acceptable, safe and free from hazards.

## **6. Equipment and Supplies**

Employees who telecommute must provide any required equipment, which may include a computer. The employee is responsible for repair and maintenance of the equipment. Office supplies shall be provided by the City.

## **7. Participation in Telecommuting Studies**

Employees who telecommute will participate in all studies, inquiries, reports and analyses relating to telecommuting.

## **8. Overall Obligation**

Telecommuters are obligated to comply with all Department rules, policies, practices, and instructions. The violation of any of these may result in a removal from telecommuting and/or disciplinary action, up to and including termination of employment.

## **9. Employee Benefits**

There is no change to existing benefits due to telecommuting. Requests to use sick leave, vacation or other paid or unpaid leave must be approved by the telecommuter's supervisor in the same manner as if the person was in his/her office. Tax deductions and implications due to telecommuting are the employee's responsibility.

## **10. Costs of Telecommuting**

The supervisor shall authorize reimbursement for approved additional cost attributable to the City associated with telecommuting.

## **11. Data Security**

Appropriate arrangements must be made to ensure the safety and security of City data.

# **TELECOMMUTING AGREEMENT**

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 the following conditions:

## **A. General**

1. At the discretion of the City, 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 remained 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 and Department 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.
5. The employee will report to work at the City worksite at least one day per week.

## **B. Termination**

1. The telecommuting assignment may be terminated by either the supervisor or the employee. 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 do not have an obligation to telecommute and may return to the conventional office arrangement if they wish to withdraw from the telecommuting program.
2. A 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.
3. This agreement shall continue for six (6) months from the date of implementation unless the assignment is terminated as provided in paragraph B2 of this 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 "A" to this agreement shall include the method of measuring productivity.

**E. Time Accounting**

1. The employee's work hours and overtime compensation remain unchanged. Requests for overtime, sick leave, vacation, or other paid or unpaid leave must be approved by the employer's supervisor in the same manner as when working in the office. The amount of time the employee is expected to work will not change due to participating in this program. The employee and supervisor shall specifically agree to the telecommuting schedule as provided on Attachment "B" of this agreement.
2. If the employee is sick during any hours scheduled for telecommuting, the employee shall immediately report the sickness to the supervisor and use sick leave to cover all hours not worked.

**F. Work Site**

1. 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".
2. The City retains the right to make on-site visits to the telecommuting site to ensure that safe work conditions exist and to maintain, repair, inspect or retrieve City-owned equipment, software, data, and/or supplies. When practicable, the employee will be given a 24-hour notice of an on-site visit by the City.

**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**

1. 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.
2. If the employee is using their personal computer for City business, the employee shall install an anti-viral product to be provided by the City.

**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 analysis 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. Attachment "A" has been fully completed. This document shall be kept up-to-date at all times.

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Employee Signature

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

APPROVED:

\_\_\_\_\_  
Department Director

\_\_\_\_\_  
Date