

# Remote Work Policy

**Scope: CITYWIDE**

**Policy Contact**

Human Resources Department

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**Supersedes:**

Telework Policy (1999)

**Reviewed/Effective:**

December 2022

## 1. Policy Statement

Remote work is a voluntary arrangement that allows eligible City of Sacramento (City) employees to request to work remotely. Where approved, remote work is a cooperative arrangement between employees, supervisors, and the City.

Remote work benefits employees, departments, and the community. Benefits include:

- a. Reduced employee fuel consumption, and environmental impact, and improved air quality.
- b. Reduced employee commute time and associated commute costs.
- c. Improved employee morale and job satisfaction.
- d. Potential for increased productivity.
- e. Efficient use of city resources, including office space.
- f. Recruitment and retention of highly qualified employees.
- g. Greater flexibility for employees and departments.
- h. Ability to function during an emergency when the physical city worksite is inaccessible.

Remote work is a workplace strategy and an employee privilege. It is neither an entitlement nor a vested right. Not all city employees perform work that will qualify for remote work. An employee's participation in remote work does not change their duties, obligations, responsibilities, or other terms and conditions of city employment.

## 2. Overall Obligation

While performing remote work, participating employees are obligated to comply with all local, state, and federal laws, city policies, rules, regulations, applicable labor agreements, the Civil Service Board Rules, the Employee Handbook, and the City Charter, as amended. City documents are available for review and reference on the [City's website](#). The violation of any of these may subject an employee to discipline and may result in an employee's removal from participation in the remote working program.

## 3. Eligibility

Employee eligibility in the remote work program is at the sole discretion of the City. The decision of the appointing authority or designee to deny an application for remote work is final.

Options and eligibility for remote work will vary among specific job classifications and department needs and requirements. A classification in one department may be eligible for remote work where the same or similar classification in another department is not. This may also apply to employees in the same classification within the same department or division. Employee eligibility is dependent on several factors, including but not limited to, training, skill, ability, knowledge, performance, operational need, and project or job assignment.

Departments providing direct, public-facing customer services shall ensure that a minimum complement of employees are on-site during normal business hours to provide efficient operations and satisfactory customer service.

Remote work is not an alternative to dependent care or an employee's other personal obligations and, when applicable, the remote worker must make appropriate arrangements for dependent care.

Nothing in this policy shall limit a temporary arrangement between an employee and their supervisor for occasional/non-recurring circumstances. For example, if an employee becomes ill, the City may, at its sole discretion, permit the employee to stay home and work remotely to mitigate the spread of illness to other employees provided that the employee is still able to perform their job functions and their position is suitable for remote work. Such limited arrangement shall not necessitate a Remote Work Agreement or amendment to an existing Remote Work Agreement provided the arrangement is not permanent in nature and does not exceed a thirty (30) day period.

#### **4. Requests to Participate**

Employees may request to participate in the City's remote work program by submitting the "Remote Work Application" attached to this policy as "Appendix A" through their chain of command.

##### General Eligibility

Subject to the appointing authority or designee's authorization, to be eligible to work remotely the employee must first meet the general eligibility requirements below:

- a. Be employed in a classification covered by a labor agreement which permits remote work.
- b. Be employed in a classification covered by the Unrepresented Resolution (Unrep Reso) except that:
  - i. Employees in Unrep Unit 09 are ineligible for remote work assignments.
- c. A Remote Work Agreement is not required for employees in the following categories. It is understood that these employees will be required to perform City business when and where necessary.
  - i. Department Heads
  - ii. Elected Officials
  - iii. Appointed board members and commissioners

##### Position Eligibility

An employee's position may be suitable for remote work when the job duties:

- a. Are independent in nature and remote work will not negatively impact the workload of others.
- b. Do not require frequent in-person interaction at the employee's physical city worksite with supervisors, coworkers, customers, or the public.
- c. Do not require the employee's immediate presence at the physical city worksite to address unscheduled events.
- d. Are not essential to the management of on-site workflow.

### Employee Eligibility

Employees may be suitable for remote work when they have demonstrated, as determined by the employee's manager, or designee, to be:

- a. Dependable and responsible.
- b. Effective communicators with supervisors, coworkers, customers, and members of the public.
- c. Self-motivated, able to prioritize their workload, and capable of performing work independently.
- d. In possession of good organizational and time management skills.
- e. Knowledgeable and possess a high level of skill of the job.
- f. Have a satisfactory or better performance level with no current record of negative performance or conduct issues.

Other considerations include, but are not limited to, the employee's ability to create a functional, reliable, safe, and secure remote workplace; the risk factors associated with performing the employee's job duties from a location separate from the physical city worksite; the ability to measure the employee's work performance from a location separate from the physical city worksite; the employee's supervisory responsibilities; the ability to maintain effective working relationships; and other considerations deemed necessary by the employee's immediate supervisor, manager, department head, and the Charter Officer/designee.

## **5. Termination of Participation**

Remote work participation may be terminated by either the City or the employee at any time.

### Employee Requests to Terminate Participation

An employee may request to terminate their participation in the remote work program by providing written notice to their manager or designee. Upon receipt of the written notice, the remote work arrangement shall be terminated on a date mutually acceptable to the City and the employee or, should there be no mutual agreement, thirty (30) calendar days from the date of the written notice.

### City Requests to Terminate Participation for Reasons other than for Performance or Discipline

The City may request to terminate an employee's participation in the remote work program by providing written notice to the employee. Upon receipt of the written notice, the remote work arrangement shall be terminated on a date mutually acceptable to the City and the employee or, should there be no mutual agreement, thirty (30) calendar days from the date of the written notice. The thirty (30) calendar day notice applies only to an employee's termination from participation in the program and does not apply to the City's ability to require an employee to report to a physical city worksite(s) due to operational need(s).

## 6. Performance or Disciplinary Recall

### Performance or Discipline Related Termination of Participation

Employees failing to comply with all local, state, and federal laws, City policies, rules, regulations, applicable labor agreements, the Civil Service Board Rules, the Employee Handbook, and the City Charter, as amended, may be recalled from participation in the remote work program.

Employees who are not upholding City obligations such as meeting acceptable performance or conduct expectations and standards, as determined by the supervisor/manager, may be recalled from the remote work program.

Employees on a Performance Improvement Plan (PIP) may be recalled from the remote work program.

Participating employees recalled from the program for reasons related to performance and/or discipline shall be required to report to their physical city worksite.

The City shall endeavor, to provide forty-eight (48) hours' advance notice to the employee prior to a recall to the physical work location for the reasons related to performance and/or discipline.

Prior to recalling a participating employee, the department shall notify Labor Relations who will review and approve the facts and circumstances justifying the recall.

## 7. Working Hours

Remote work schedules shall comply with the Fair Labor Standards Act (FLSA). The remote work schedule will be arranged between the supervisor and the employee. Participation in the remote work program does not constitute a schedule change. Employees must request and receive approval prior to flexing or splitting their remote work schedule. Such requests are voluntary in nature, must be in writing, and if approved, shall not be subject to any schedule change penalties contained in the labor agreement covering the employee's classification.

Involuntary schedule changes are subject to the provisions of the employee's labor agreement. Management shall not change an employee's schedule to avoid the payment of overtime.

Nothing in this policy shall limit the ability of departments to require employees to be present at physical worksites on a limited basis or hybrid model due to an operational or business need.

Participating employees:

- a. Must perform designated work during scheduled work hours.
- b. Must take meal and rest breaks as if they were reporting to the physical city worksite.
- c. Must be available to report to a physical city worksite if directed to do so on their scheduled workday. The City shall endeavor, to provide forty-eight (48) hours' advance notice to the employee.

- d. Must be available to the City via telephone, email, or other electronic means during all scheduled work hours, except during authorized breaks.
- e. Must account for and report time spent working remotely the same way they would at the physical city worksite, or according to the terms of their remote work agreement.
- f. May work overtime only when directed or approved to do so in advance by their supervisor.
- g. Must obtain approval to use vacation, sick, or other paid leave in the same manner as employees who do not work remotely.
- h. Shall ensure dependent care will not interfere with work responsibilities.
- i. Must inform their supervisor if they become ill during their shift and report the hours worked and the sick leave hours used.
- j. Remote workers shall, during online meetings, have their cameras turned on, to the extent feasible. When on camera, employees shall present themselves in a professional manner.

## 8. Worksite

Participating employees must work in an environment free of distractions so they can focus and perform their duties safely and efficiently. Employees are responsible for ensuring they have an adequate work area that meets guidelines for workplace ergonomics, lighting, power, temperature control, and reliable internet service with adequate bandwidth to allow for a constant remote connection to city services suitable for performing official city business. The City reserves the right to enter the home work area or require a video visit for inspection of the employee's designated work area to determine compliance with health and safety rules and applicable city policies. The City shall endeavor, to provide forty-eight (48) hours' advance notice to the employee prior to an in-home inspection by a qualified inspector; a short-notice or unannounced inspection may be conducted in exigent circumstances.

Employees are covered by workers' compensation laws when performing work duties at their designated alternate location during work hours. The designated work location must meet Cal/OSHA safety rules for the workplace including, but not limited to, a functioning smoke detector; working fire extinguisher; clear, unobstructed exits; removal of hazards that could cause falls; adequate electrical circuitry, and appropriate furniture. Employees who suffer a work-related injury or illness while working remotely must notify their supervisor immediately.

## 9. Liability

The alternate work location is an extension of the department's workplace only when used for work. All existing workplace health and safety rules, as well as all existing employment laws, rules, and policies apply the same as they would for staff reporting to the office.

The City of Sacramento is not responsible for any injuries to family members, visitors, or other guests at the employee's alternate work location. Notwithstanding incidental activities and the specific requirements within this policy, the employee shall not have any coworkers or business guests visit the alternate work location in the course of the employee's work.

The remotely working employee is solely responsible for any tax implications and insurance requirements, and compliance with state and local laws and ordinances when the alternate work location is a residence.

## **10. Equipment and Supplies**

The remote work program is intended to be cost neutral and the City assumes no responsibility for the set up or operating costs of working remotely, as the employee has volunteered for the benefits of working remotely.

The City shall generally not be responsible for personal costs that are associated with remote work, including but not limited to energy, data or maintenance costs, network costs, homeowners' insurance or coverage, home maintenance, home workspace furniture, ergonomic equipment, liability for third party claims, or any other incidental costs (e.g., utilities associated with the employee's remote work). Exceptions will be evaluated on a case-by-case basis as needed.

Participating employees must have a suitable desk/work area and chair to work ergonomically safe and without disruption and must have the necessary equipment, software, supplies, and support required to successfully work remotely. If the City does not provide the needed equipment, software, supplies, or support, and the employee does not have them, the employee will not be eligible to participate in the remote work program.

### City Equipment

Equipment, software, or supplies provided by the City are for city business only. Participating employees do not obtain any rights to city equipment, software, or supplies provided in connection with remote working and must return city equipment no later than seven (7) calendar days, at the conclusion of the remote work arrangement or at the City's request.

Participating employees must protect city equipment, software, and supplies from possible theft, loss, and damage. Participating employees may be liable for replacement of supplies or repair of the equipment, software, and supplies caused by negligence or intentional conduct that results in theft, loss, or damage. Any repairs or required maintenance on city-provided equipment will require the item to be physically brought to the IT department or the employee's primary physical city workplace if the issue cannot be resolved remotely by IT staff.

Departments must have a process to reliably track city-owned assets before allowing employees to check out equipment.

In order to maintain the security of data, and in an effort reflect the City's commitment to environmental sustainability, employees should minimize printing documents remotely. If there is a need to print confidential information, employees should report to a physical city worksite to use a multi-function printer and dispose of confidential documents in city-secured shred bins.

Any equipment, software, files, and databases provided by the City shall remain the property of the City. Participating employees must adhere to all software copyright laws and may not make unauthorized copies of any city-provided software. Participating employees may not add hardware or software to city

equipment without prior written approval. All remote access connections to the City's networks will be made through the approved remote access methods employing data encryption and multi-factor authentication.

Participating employees have no reasonable expectation of privacy when using city equipment while working for the City, excepting applicable laws. To manage systems and enforce security, the City may log, review, and otherwise utilize any information data stored on or passing through its systems. The City may capture all participating employee activity including, but not limited to, telephone numbers dialed, websites visited, and content downloaded.

### Personal Equipment

Participating employees who use their personal equipment for remote work are responsible for the installation, repair, and maintenance of the equipment. Personal equipment connecting to city information resources should be up to date with the latest security patches and have an anti-malware checking system enabled.

In the event of a Public Records Act (PRA) request, employees shall be required to provide to the City any responsive records stored on a personal computer, system, or device. For more information, refer to the City's [Public Records Request Policy](#).

## **11. Compensation**

Unless specified in the employee's labor agreement, there is no change to existing compensation for participating employees.

## **12. Security of Confidential Information**

All files, records, papers, or other materials created while working remotely are property of the City of Sacramento. Participating employees and their supervisors shall identify any confidential records to be accessed and follow city standards, procedures, and policies for protecting such information.

The City may require employees to work in private locations when handling confidential or sensitive material(s). Areas containing confidential information should be physically restricted to those people with a need to know. Confidential information should always be protected from unauthorized disclosure. When left unattended, confidential information in paper form should be locked away. The City may prohibit employees from printing confidential information in remote work locations to avoid breaches of confidentiality.

Participating employees shall secure city equipment when not in use and ensure they are logged off the city network. Participating employees shall not disclose confidential or private files, records, materials, or information, and shall not allow access to city networks or databases to anyone who is not authorized to have access.

Participating employees must complete their annual Information Security and Privacy Awareness training.

Participating employees shall follow all record retention/management and disposal policies for all associated documents and work products.

Participating employees must notify their supervisor and the IT department immediately in the event of a hacking incident or any compromise of city data and city network systems.

### **13. Policy Not Subject to Grievance or Appeal**

Employees do not have a property right to remote work assignments. An employee's participation in, or removal from, remote work is not subject to any grievance or appeal process and this policy supersedes previous remote work agreements and policies.

A denial of an employee's participation in remote work shall not be grievable or appealable, except that the employee may request a review of the reason(s) for the denial and request reconsideration by submitting a request in writing within seven (7) calendar days of receipt of the denial to their direct supervisor.

A meeting with the employee's department head, or designee, will be scheduled within seven (7) calendar days of receipt of the written request to address the employee's concern(s). A response and final decision will be rendered by the department head, or designee, within seven (7) calendar days of the meeting. While participating in the review process, employees are obligated to abide by the direction of their supervisor regarding participation in remote work.



**Charter Officer Review and Acknowledgement:  
Remote Work Policy  
(Signature by all Charter Officers is not a requirement for policy adoption)**

  
Howard Chan (Feb 22, 2023 17:04 PST)  
Feb 22, 2023  
**City Manager**

  
Susana Alcalá Wood (Feb 16, 2023 14:12 PST)  
Feb 16, 2023  
**City Attorney**

  
Feb 15, 2023  
**City Clerk**

  
Jorge Oseguera (Feb 15, 2023 16:42 PST)  
Feb 15, 2023  
**City Auditor**

  
John P. Colville Jr (Feb 13, 2023 09:29 PST)  
Feb 13, 2023  
**City Treasurer**