



Telecommuting Program Guidelines during COVID-19 Pandemic

I. OBJECTIVES

The objectives of the Telecommuting Program are:

- A. To establish telecommuting schedules that will improve employees' productivity without giving additional or disproportionate share of work to other employees.
- B. To provide employees an alternative in helping the City reduce the likelihood of transmission of COVID-19.
- C. This policy is an emergency policy and the City Manager has discretion to withdraw the program if deemed necessary.

II. POLICIES AND PROCEDURES

A. Eligibility

1. Employees who telecommute ("telecommuter") are allowed to work at home or another non-City site on a regular basis or for special projects, or as necessary to reduce the likelihood of transmission of COVID-19.
2. Telecommuting is not suitable for all employees or positions. The City Manager has the discretion to determine the employees and positions who may telecommute, based on the following criteria:
 - a. The operational needs of the employee's department/division and the City;
 - b. The potential for disruption to the City's functions;
 - c. The ability of the employee to perform his or her specific job duties from a location separate from his or her City worksite ("Alternate Worksite") without diminishing the quantity or quality of the work performed;
 - d. The degree of face-to-face interaction with other City employees and the public that the employee's position requires;
 - e. The portability of the employee's work;
 - f. The ability to create a functional, reliable, safe, and secure Alternate Worksite for the employee at a reasonable cost;

- g. The risk factors associated with performing the employee's job duties from a location separate from his or her City Worksite;
- h. The ability to measure the employee's work performance from a location separate from his or her City Worksite;
- i. The employee's supervisory responsibilities;
- j. The employee's need for supervision;
- k. Other considerations deemed necessary and appropriate by the employee's immediate supervisor, Department Head, and the Human Resources Manager.

B. Schedule and Work Requirements

1. The regular schedule for telecommuting may be one day per pay period, one day a week, two days a week, for just some hours on some days, or another arrangement, at the discretion of the City Manager, or designee. The telecommuting schedule will be based on the mutual agreement of the employee and his or her supervisor, but must be approved by both the applicable department/division head and the City Manager.
2. Telecommuting is not a substitute for child or elder care. The telecommuter must provide dependent care in a manner that allows him or her to successfully meet job responsibilities.
3. The telecommuter's work hours, vacation usage, and training will remain in accordance with City policy, the City's Personnel Manual, Fair Labor Standards Act (FLSA), and to any other terms agreed upon by the employee and supervisor. A non-exempt employee can only telecommute during his or her regular work hours, unless the department/division head has granted written, pre-authorization for the telecommuter to work outside his or her normal hours or to work overtime. A non-exempt employee who fails to secure written authorization before telecommuting outside his or her normal work hours may face discipline in accordance with the City's policy for working unauthorized overtime.
4. Telecommuters must report absences such as illness and vacation the same way as when working at their regular worksite. Non-exempt telecommuters must seek advanced approval from their supervisors for overtime in the same way as they normally would.
5. The duties, obligations, responsibilities and conditions of employment with the City remain unchanged for telecommuters. Telecommuters are required to be accessible in

the same manner as if they were working at their City worksite during their established work schedule.

6. A telecommuter must maintain an accurate record of all hours worked at the Alternate Worksite and make that record available to his or her supervisor upon request.
7. The employee agrees not to engage in outside employment activities other than City assignments during telecommuting hours.
8. Telecommuters must meet the same standards of performance and professionalism expected of City employees in terms of job responsibilities, work product, timeliness of assignments, and contact with other City employees and the public.
9. Employees must ensure that all official City documents are retained and maintained according to the normal operating procedures in the same manner as if working at a City worksite.
10. All of a telecommuter's existing supervisory relationships, lines of authority and supervisory practices remain in effect.

C. **Procedures for Request and Maintenance of Telecommuting Agreement**

1. The employee wishing to telecommute completes a *Limited Duration Telecommuting Application* and presents it to the supervisor for discussion, review, and supervisor approval. If approved by the supervisor, the application is forwarded to the department/division head for review and to the City Manager for final approval.
2. If the supervisor, department/division head and City Manager approve the application, the employee completes a *Telecommuting Program Agreement*.
3. The employee and supervisor discuss the completed *Telecommuting Program Agreement* and accompanying work details.
4. Human Resources must receive a copy of the *Limited Duration Teleworking Application and Telecommuting Program Agreement* **before** the employee may begin telecommuting. The operating department maintains copies of all completed forms.
5. Telecommuting is temporary and subject to the discretion of management. The City Manager may withdraw approval for telecommuting at any time.

D. **Equipment and Supplies**

1. Telecommuters who require access to on-premises City files, data or programs must utilize City-provided virtual private network (VPN) software.
2. The City will provide necessary basic office supplies for the telecommuter. This does not include furniture, computer equipment, or supplies that are not necessary for the employee to perform his or her duties. The telecommuter shall follow City policies for the use of City equipment or supplies.
3. The City shall not be responsible for costs associated with the use of computer and/or cellular equipment, including energy, data or maintenance costs, network costs, 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 telecommuting).

E. **Requirements for Telecommuter's Work Site**

1. The telecommuter's work space must be maintained in safe condition, free from hazards to people and equipment. The work space must be quiet and free from distractions, with reliable and secure internet or wireless access.
2. Each telecommuter must complete a *Telecommuter Self-Inspection Checklist* and turn it in to the supervisor and Human Resources **before** beginning telecommuting. If necessary, Human Resources Staff may visit the work site for inspection. This form must be completed and turned in on an annual basis for as long as the employee is telecommuting.
3. Since the employee's home work site is considered an extension of the City work space, the City's workers' compensation coverage for job related illness or injury will continue to exist during the telecommuter's work hours. This applies only to injuries arising out of and in the course of employment as defined by worker's compensation laws.
4. The employee remains liable for injuries to third persons and/or members of the employee's family on the employee's premises, or injuries to the employee while performing non-work activities.
5. Telecommuters must notify their supervisors promptly when unable to perform work assignments because of equipment failure or other unforeseen circumstances.

III. COMMUNICATION, MONITORING, EVALUATION

The key to the success of telecommuting is establishing a process which enables the supervisor and employee to identify the functions and tasks for the employee to complete. The *Telecommuting Program Agreement* and the *Work Agreement & Detail* provide a method to evaluate the telecommuter's productivity. The telecommuter must be available by telephone and email, and by city-provided chat/teleconference/video conference programs as necessary for his or her assignment.

The supervisor needs to manage the telecommuter by objectives and results rather than by observation. The supervisor should set clear and measurable objectives, establish regular communication and feedback sessions, and demonstrate trust and confidence in the telecommuter.

The telecommuter should clearly define the tasks to be accomplished; keep open lines of communication with the supervisor and workplace staff; and demonstrate understanding of telecommuting agreement conditions, work site safety, confidentiality, and the overall telecommuting policies and procedures.

The supervisor should schedule regular meetings to discuss the telecommuter's task status and accomplishments based on the targeted completion dates.



Telecommuting Program Application

Employee Name: _____ Date: _____

Job Title: _____ Dept./Division: _____

Supervisor: _____

1. Do you have adequate space in your home to dedicate to working? Yes _____ No _____
2. Do you require access to on-premises City file shares, data or programs? Yes _____ No _____
3. How frequently would you expect to telecommute?
 - _____ 1 day per pay period
 - _____ 1 day per week
 - _____ 2 days per week
 - _____ Special projects

4. Describe aspects of your job that are conducive to working from home:

For Supervisor:

_____ Approval to proceed with *Telecommuting Program Agreement*

_____ Denied; no further action

If application is denied, reason for denial:

For Department/Division Head:

_____ Approval to proceed with *Telecommuting Program Agreement*

_____ Denied; no further action

If application is denied, reason for denial:

For City Manager:

_____ Approval to proceed with *Telecommuting Program Agreement*

_____ Denied; no further action

If application is denied, reason for denial:



Telecommuting Program Agreement

The undersigned agree that effective _____, 20____, _____ can telecommute according to the telecommuting policies and procedures of the City of Oakley and the accompanying forms. Telecommuting must be followed in this manner:

1. Telecommuting is entirely voluntary and may be canceled by the employee or the City at any time. In addition, if any amendments are made by the City to the agreement, the telecommuter and supervisor will be notified so they can determine the impact, if any, of the change on their original agreement and adjust it accordingly.
2. The duties, obligations, responsibilities and conditions of employment with the City remain unchanged for the telecommuters. The employee's salary, retirement, benefits and City-sponsored insurance coverage remain unchanged.
3. The employee must be able to be contacted during telecommuting hours.
4. The employee must designate a work space to be maintained in a safe condition, free from hazards and other dangers to employee and equipment. The workspace must be quiet and free from distraction.
5. Since the employee's home work site shall be considered an extension of the City work space, the City's worker's compensation coverage for job related illness or injury will continue to exist during the employee's telecommuting work hours.
6. In the event of any circumstance under which it would be impossible for the employee to telecommute, the employee will return to his or her primary City work location or contact his or her supervisor immediately to make alternate arrangements.
7. The employee is responsible for maintenance and repair of any employee-owned equipment.
8. The employee remains liable for injuries to third persons and/or members of the employee's family on the employee's premises, or injuries to the employee while performing non-work activities.
9. Requests to work overtime, use vacation or other leave, and reporting of sickness must be processed in the same manner as when working at the regular worksite. If a telecommuter reports sickness while working at home, he or she uses sick leave for the hours not worked.
10. Telecommuters remain obligated to comply with all City rules, policies, practices, and instructions.
11. Individual tax implications related to the home work space shall be the responsibility of the telecommuter. Employees are advised to consult a tax expert.

12. The supervisor must have access to the telecommuter's work product.

13. The telecommuter will record all hours worked on his or her timesheet.

14. My telecommuting schedule will be:

___ Regular schedule *(If applicable, write in specific day(s) of the week below.)*

___ 1 day per pay period _____

___ 1 day per week _____

___ 2 days per week _____

___ Special projects

15. While telecommuting, I will maintain a functional phone and _____ in order to receive messages and bulletins. I will communicate with the office every _____ by phone. I will return messages within _____. I will deliver reports and _____ by _____ every _____.

I will attend the following meetings/events:

I authorize the following coworkers and/or supervisors to have my home phone number:

16. Below is a list of required documents and/or equipment I need to complete my telecommuting tasks.

I have read the Telecommuting Program Guidelines and the Telecommuting Program Agreement in their entirety and I agree to abide by the terms and conditions they contain. I understand and agree that the Telecommuting Program Agreement is temporary and contingent upon City Manager approval. Approval does not imply entitlement to a permanently modified position or a continued telecommute arrangement.

I understand and agree that the Telecommuting Program Agreement is voluntary and the City Manager may terminate it at any time. I further understand that the City may, at any time, change any or all of the conditions under which approval to participate in this program is granted, with or without notice.

I agree to and understand my duties, obligations and responsibilities. I also understand it is my responsibility to provide adequate advance notification to my supervisor if I am unable to keep any of the agreed upon commitments and/or deliverables. If I fail to do so, I understand this Agreement may be immediately terminated.

Employee Signature _____ *Date* _____

Supervisor _____ *Date* _____

Dept./Division Head _____ *Date* _____

City Manager _____ *Date* _____

Comments: _____



Telecommuter Self-Inspection Checklist

Safety

Telecommuting Safety Standards are designed to take every reasonable precaution in the management of our work environment to protect the health and safety of an employee, prevent property damage, and promote safety awareness. The City provides training to ensure awareness of the safe operation/condition of job assignments and work areas. CAL-OSHA standards are used as the criteria for defining a safe workplace.

Security

It is the responsibility of the telecommuter to employ the appropriate telecommuting security measures in protecting company assets, information and information systems at the home work site. The following standards will apply:

1. Confidential papers and equipment must be kept in a secure area with limited or controlled access.
2. All confidentiality agreements signed, or read and agreed to, are binding at the work location in the telecommuter's home.

Self-Inspection Checklist

The following information is intended to assist the telecommuter in reviewing important information on safety. Using the checklist for inspection should be done annually by the telecommuter and forwarded to his or her supervisor for review. The individual department will maintain these records for the required three years.

Your initials by each item means that you are aware of your responsibilities in these areas:

WORK SITE

- _____ Telecommuter agrees to maintain a clearly defined workspace that is clean, free from distractions and obstructions, and is in ergonomically sound condition.
- _____ Supplies and equipment (both City and employee-owned) are in good condition, and kept out of direct sunlight and away from heaters.
- _____ The area is well-ventilated and heated.
- _____ Storage is organized to minimize risks of fire, tripping, and spontaneous combustion.
- _____ Surge protectors are used for computers, scanners, printers, etc.

- _____ All extension cords have grounding conductors.
- _____ Exposed wiring and cords with frayed or deteriorated insulation is repaired or replaced promptly.
- _____ Heavy items are securely placed on sturdy stands close to walls.
- _____ Work can be performed without eye strain or glare to the employee.

EMERGENCY PREPAREDNESS

- _____ Emergency phone numbers (hospital, fire department, police department) are posted at the alternate work site.
- _____ A First Aid kit is easily accessible and is replenished as needed.
- _____ There is a portable fire extinguisher rated for A, B, and C fires onsite and free from obstructions.
- _____ An earthquake preparedness kit is easily accessible and maintained in readiness.

Please list here any problems that were identified:

Below is a checklist of information posters and bulletins that are posted at the work site. Telecommuters do not need to have this material in their home, but should be aware of the location of these posters and bulletins at the office work site. A check in the box below means that you are aware of the location of the material identified.

- _____ CAL-OSHA poster "Safety and Health Protection on the Job"
https://www.dir.ca.gov/dosh/dosh_publications/shpstreng012000.pdf
- _____ Workers' compensation information in the case of a work related injury
<https://www.ci.oakley.ca.us/wp-content/uploads/2020/01/Workers-Comp-Full-Binder.pdf>
- _____ A copy of the Illness and Injury Prevention Program
<https://www.ci.oakley.ca.us/wp-content/uploads/2018/08/Final-IIPP-w-blue-updates-matrices-08.8.2018.pdf>

Signature of Telecommuter: _____ Date _____

For Supervisor:

As the supervisor of this telecommuter, I have reviewed this inspection and discussed any problems with the employee.

Supervisor/Manager: _____ Date _____