

	<b>ADMINISTRATIVE REGULATIONS</b>	NUMBER:	PAGE <b>1 of 11</b>
		REVISION: <b>N/A</b>	SUPERSEDES: <b>New</b>
SUBJECT: <b>EMERGENCY TELEWORK POLICY</b>		APPROVED BY: <b>Mark Danaj City Manager</b>	EFFECTIVE DATE: <b>MAY 21, 2020</b>

## I. OVERVIEW AND PURPOSE

This policy defines the City of Fremont’s Emergency COVID-19 Response Telework Program and the guidelines and rules under which it will operate. The purpose of this policy is facilitate social and physical distancing when appropriate while allowing necessary work to continue to be performed at an appropriate alternative location during the City’s COVID-19 emergency response. Telework is not appropriate or possible for all City of Fremont classifications and employees.

This policy is an emergency policy and the City Manager (or designee) shall authorize specific times during which an Emergency Telework Agreement (“ETA” or “Agreement”) shall apply. Any ETA is subject to the terms and conditions set forth in this policy below.

## II. DEFINITIONS

- a. Alternate Worksite:** a location from which an employee is authorized to work remotely; such as their home, or another appropriate and approved location.
- b. City Employee:** for purposes of this policy, “City Employee” means all employees, regular, part time, and temporary.
- c. Telework:** is the practice of working from home or another appropriate approved location rather than at City Worksites. Telework occurs on a regular schedule and can be combined with in-person days worked at City facilities when such an arrangement is determined to be appropriate.

## III. POLICY

### a. General Policy

This emergency policy defines the rules and expectations for employees that are required to work remotely or telework due to a declared emergency.

The employee’s compensation, benefits, work status, and work responsibilities will not change due to participation in the teleworking program. All forms of telework imply an employer-employee relationship with the teleworking employee receiving the same benefits as a non-

teleworking colleague.

Teleworking is not a substitute for paid time off (general leave, management leave, or compensatory time). An ill teleworking employee is expected to call in, report their illness to their immediate supervisor, and use their accrued leave.

The Human Resources Department will be responsible for monitoring and evaluating the effectiveness of the Emergency Telework Program.

Bargaining unit Memoranda of Understanding (MOU) provisions will generally take precedence over the provisions of the emergency teleworking policies and procedures if they conflict with the MOU.

**b. Scope**

This policy applies to all the emergency telework activities of the City of Fremont. All managers, supervisors, and teleworkers should be familiar with the contents of this policy.

**c. Departmental Telework Coordinators**

Each Department shall assign a telework coordinator who will be responsible for internal coordination and management of the Emergency Telework Program at the departmental level.

**d. Telework Agreement**

All telework arrangements must be documented on an Emergency Telework Agreement Form, and approved by the employee's supervisor and Department Head as soon as feasible once an employee is anticipated to start teleworking. A Department Head's decision on a telework agreement is final and cannot be appealed.

**e. Program Guidelines**

Telework is only feasible for assignments that are amenable in whole or in part to being performed away from a City worksite.

The Department Head or designee has the discretion to determine and require employees to telework during an emergency utilizing eligibility criteria that includes, but is not limited to:

1. The operational needs of the employee's department;
2. The potential for disruption to the City's functions;

3. The ability for the employee to perform his or her specific job duties remotely from a location separate from the physical worksite (“Alternate Worksite”) without diminishing the quantity or quality of the work performed;
4. The safety requirements needed for the employee to effectively conduct their work;
5. The portability of the employee’s work;
6. The risk factors associated with performing the employee’s job duties from a location separate from their City Worksite;
7. The ability to measure the employee’s work performance from a location separate from their City Worksite;
8. The employee’s supervisory responsibilities;
9. The employee’s need for supervision;
10. Other considerations deemed necessary and appropriate by the employee’s immediate supervisor, Department Head, or Human Resources Director.

#### **IV. EMERGENCY TELEWORK AGREEMENT**

- a.** Approved Emergency Telework Agreement’s (ETA’s) are only valid for the time period specified in the Agreement. The Agreement is invalid after time period specified unless the Department Head or designee approves an extension in writing. The Department Head or designee may, at their discretion, decide to terminate the Agreement earlier.
- b.** Employee acknowledges and agrees that the ETA is temporary and subject to the discretion of management on a case-by-case basis consistent with the eligibility criteria above.
- c.** The employee and the employee’s supervisor will make a best effort to complete the ETA as soon as feasible when an emergency is declared and telework is assigned.
- d.** Non-exempt (overtime eligible) employees shall be assigned a Work Schedule in the ETA, which includes rest and meal breaks. Any deviation from the Work Schedule must be approved in advance, if possible in writing, by the employee’s immediate supervisor. Non-exempt employees must take meal and rest breaks while teleworking, just as they would if they were reporting to work at their City worksite. Non-exempt employees may not telework outside their normal work hours without prior written authorization from their supervisor. A non-exempt employee who fails to secure written

authorization before teleworking outside their normal work hours may face discipline in accordance with the City's policies, applicable MOU's etc., for working unauthorized overtime.

- e.** Teleworking employees are required to be accessible in the same manner as if working at a City Worksite. Employees must be accessible to communicate with their supervisor and other city employees while teleworking, and shall check their city-related business phone messages and emails on a consistent basis, as if working at their City worksite.
- f.** Employees shall work on according to their approved Work Schedule. Changes to employees' schedule may be required by the Department Head or designee and should be documented in the ETA. Employees are required to maintain an accurate record of all hours worked at the Alternate Worksite and make that record available to their supervisor upon request. Employees shall record all non-productive work time on their timesheet.
- g.** While teleworking, employees shall adhere to the following:
  1. Be available to communicate with the department during all ETA designated work hours.
  2. Have an Alternate Worksite that is safe, ergonomically sound, quiet and free of distractions (to the extent possible), with reliable and secure internet and/or wireless access. If a staff member has questions about setting up a safe and ergonomically appropriate work station, they should consult with Risk Management staff for guidance.
  3. All periods of employees' unavailability must be approved in advance by the employee's immediate supervisor in accordance with department policy and documented on the employee's timecard. If an employee is unexpectedly unavailable to work, such unavailability should be coordinated with management staff and documented in the employee's timecard.
  4. Employees must notify their immediate supervisor promptly when unable to perform work assignments because of equipment failure or other unforeseen circumstances.
  5. If the City has provided City owned equipment, employees agree to follow the City's Policy for the use of such equipment. Employees will report to their supervisor any loss, damage, or unauthorized access to City owned equipment, immediately upon discovery of such loss, damage, or unauthorized access.

## **V. GENERAL DUTIES, OBLIGATIONS AND HEALTH AND SAFETY**

Employees must adhere to the provisions set forth in this Policy and the terms of the ETA. Any deviation from the ETA requires prior written approval from the City.

All existing duties, obligations, responsibilities and conditions of employment remain unchanged. Teleworking employees are expected to abide by all City and departmental policies and procedures, rules and regulations, applicable Memoranda of Understanding, and all other official City documents and directives, including, but not limited to the following:

- a.** Employees authorized to perform work at an alternate worksite 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.
- b.** Employees shall 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. The employee is subject to all City policies regarding records retention and data security while teleworking.
- c.** Employees may receive approval to use personal computer equipment or will be provided with City issued equipment. The purchase and software costs associated with a City-owned computer will be borne by the employee's department but any expenditure must be pre-authorized. An equipment list of city-owned equipment shall be compiled and submitted with the approved Emergency Telework Agreement. The employee is responsible for promptly returning city-owned equipment on completion of their emergency teleworking assignment and at the end of their participation in the Emergency Telework Program. The City is only responsible for supporting City-authorized computers, software, data, and supplies.
- d.** The City shall not be responsible for normal internet access costs associated with the use of computer 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 teleworking). If a staff member feels special equipment is needed to perform a particular assignment, the City will consider purchase or reimbursement for that equipment on a case by case basis.
- e.** Employees may receive a virtual private network ("VPN") account, as approved by the City.
- f.** Employees shall continue to abide by practices, policies and procedures for requests of sick, vacation and other leaves of absences. Requests to work overtime, declare vacation or take other time off from work must be pre-

approved in writing by each employee's supervisor. If an employee becomes ill while working under an ETA, they shall notify their supervisor immediately and record on their timesheet any hours not worked due to incapacitation.

- g.** Employees must take reasonable precautions to ensure their devices (e.g., computers, laptops, tablets, smart phones, etc.) are secure before connecting remotely to the City's network and must close or secure all connections to City desktop or system resources (e.g., remote desktop, VPN connections, etc.) when not conducting work for the City. Employees must maintain adequate firewall and security protection on all such devices used to conduct City work from the Alternate Worksite.
- h.** Employees shall exercise the same precautions to safeguard electronic and paper information, protect confidentiality, and adhere to the City's records retention policies, especially as it pertains to the Public Records Act. Employees must safeguard all sensitive and confidential information (both on paper and in electronic form) relating to City work they access from the Alternate Worksite or transport from their City Worksite to the Alternate Worksite. Employees must also take reasonable precautions to prevent third parties from accessing or handling sensitive and confidential information they access from the Alternate Worksite or transport from their City Worksite to the Alternate Worksite. Employees must return all records, documents, and correspondence to the City at the termination of the ETA or upon request by their supervisor, Department Head or Human Resources.
- i.** Workers' Compensation benefits will apply only to injuries arising out of and in the course of employment as defined by Workers' Compensation law. Employees must report any such work-related injuries to their supervisor immediately. The City shall not be responsible for injuries or property damage unrelated to such work activities, including injuries to third persons when said injuries occur at the Alternate Worksite.
- j.** Employees existing supervisory relationships, lines of authority and supervisory practices remain in effect. Prior to the approval of this Agreement, supervisors and employees shall agree upon a reasonable set of goals and objectives to be accomplished. Supervisors shall use reasonable means to ensure that timelines are adhered to and that goals and objectives are achieved.
- k.** Any breach of the Emergency Telework Agreement by the employee may result in termination of the Agreement and/or disciplinary action, up to and including termination of employment in accordance with any applicable rules, policies, and/or MOU requirements.
- l.** Tax implications related to an at-home workspace are the responsibility of the employee, who is advised to consult a tax expert.

**m.** The teleworking employee's performance will be monitored in the same manner as non-teleworking employees through the City's performance evaluation process. Specific department goals and objectives for each teleworker will be established by the employee and immediate supervisor and approved by management staff per normal procedure. The goals and objectives will be documented in the employee's Emergency Telework Agreement.

## **VI. MODIFICATION OR TERMINATION OF PROGRAM AND PARTICIPATION IN PROGRAM**

The City Manager may modify or terminate the emergency telework program for any reason, at any time. Whenever feasible such notice will be provided in advance of the modification or termination of the program.

A Department Head or designee may terminate an individual employee's participation in the program without cause, at any time, with written notice. Manager's should provide as much written notice of such termination as is administratively feasible, but should provide no less than five (5) calendar days advance notice. Termination of an employee's participation for cause may be immediate and does not require advance written notice. The Department Head will make arrangements for the employee to begin working at a City office as quickly as possible.

Telework is based upon program and operational requirements as determined by the Department Head at the direction of the City Manager's Office. Therefore, employees previously participating in a telework assignment are not assured of a telework assignment when returning from a leave of absence or after a job transfer.

## Emergency Telework Agreement

**Employee Acknowledgement:**

I, \_\_\_\_\_ (“City Employee”), have read the Emergency Telework Policy and the Emergency Telework Agreement (“ETA” or “Agreement”) in their entirety and I agree to abide by the terms and conditions they contain. I understand and agree that the ETA is temporary and contingent upon public safety conditions, operational need and departmental approval. Approval does not imply a permanently modified position or that a telework arrangement will continue indefinitely.

I understand and agree that the ETA may be terminated at any time. I further understand that the Department Head or designee may, at any time, change any or all of the conditions under which an employee is assigned to participate in the ETA.

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.

The Agreement is valid from \_\_\_\_\_ to \_\_\_\_\_. I understand this Agreement expires on \_\_\_\_\_ and may not continue unless the Department Head or designee approves a new ETA in writing. The Department Head or designee may rescind this Agreement at any time.

**Telework Equipment:** Document the equipment that will be required as part of this Telework Agreement.

Required Equipment	Indicate if the Equipment is City-owned or Personal:	Required City Access
<input type="checkbox"/> Computer	<input type="checkbox"/> City Owned <input type="checkbox"/> Personal	<input type="checkbox"/> City Network
<input type="checkbox"/> Printer	<input type="checkbox"/> City Owned <input type="checkbox"/> Personal	<input type="checkbox"/> Email
<input type="checkbox"/> Other:	<input type="checkbox"/> City Owned <input type="checkbox"/> Personal	<input type="checkbox"/> Other:
<b>City Equipment Information</b>		
<b>Make and Model</b>		
<b>Serial Number (Service Tag)</b>		
<b>Operating System</b>	<input type="checkbox"/> Windows 7 <input type="checkbox"/> Windows 10	
<b>Computer Name (Host)</b>		

<b>Username</b>	
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**Additional Description (including peripherals, such as speakers, monitors, keyboard, mouse):**

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*The City authorizes the use of this equipment for the sole purpose of enabling the employee to conduct City work remotely. I understand that this equipment is owned by the City and that it can be used only for work purposes and not for personal business. I understand and agree to be fully responsible for the care and maintenance of the equipment loaned to me, and further agree to pay the City for the cost of repairing or replacing damaged, lost, or stolen equipment (except for normal wear and tear). I further agree to promptly report to ITS any equipment failure, breakage, or loss, and to arrange for ITS to inspect the equipment for malfunctions as soon as possible. This "remote work" arrangement is only temporary in response to the COVID-19 emergency, and unless extended by the City, I understand and agree to return the equipment to the City in good condition by the date designated by the City. The City reserves the right to pursue all legal remedies and actions available to recover the equipment or pay for repairs.*

**City Worksite Schedule:** The days and hours (if any) the City expects the employee to be physically present at the City Worksite are the following:

Day	Morning		Lunch	Afternoon		Total Hours
	Start	End		Start	End	
<b>Sunday</b>						
<b>Monday</b>						
<b>Tuesday</b>						
<b>Wednesday</b>						
<b>Thursday</b>						
<b>Friday</b>						
<b>Saturday</b>						

**Telework Site Schedule:** The days and hours the City permits the employee to telework at the Alternate Worksite location are the following:

Day	Morning		Lunch	Afternoon		Total Hours
	Start	End		Start	End	
<b>Sunday</b>						
<b>Monday</b>						
<b>Tuesday</b>						
<b>Wednesday</b>						
<b>Thursday</b>						
<b>Friday</b>						
<b>Saturday</b>						

The location and address of the Alternate Worksite is:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

The phone number to reach Employee at the Alternative Worksite while working under this Agreement is:\_\_\_\_\_.

The Employee agrees to report work-related injuries to their supervisor at the earliest reasonable opportunity. The Employee agrees to hold the City harmless for injury to third parties at the Alternate Worksite.

I hereby affirm by my signature that I have read this Emergency Telework Agreement, and understand and agree to all of its provisions:

**Employee Signature:** \_\_\_\_\_

\_\_\_\_\_  
Employee's Printed Name and Title

\_\_\_\_\_  
Date

**Supervisor Signature:** \_\_\_\_\_

\_\_\_\_\_  
Supervisor's Printed Name and Title

\_\_\_\_\_  
Date

**Department Head's Signature:** \_\_\_\_\_

\_\_\_\_\_  
Department Head's Printed Name and Title

\_\_\_\_\_  
Date

**Submit a copy of the completed and executed Agreement by email to HR:**  
[humanresources@fremont.gov](mailto:humanresources@fremont.gov)