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		REVISION: N/A	SUPERSEDES: Emergency Telework Policy
SUBJECT: TRANSITIONAL HYBRID TELEWORK POLICY		APPROVED BY: Mark Danaj City Manager	EFFECTIVE DATE: JULY 6, 2021

I. OVERVIEW AND PURPOSE

This policy defines the City of Fremont’s Transitional Hybrid Telework Program and the guidelines and rules under which it will operate. The purpose of this policy is to establish a transitional hybrid program that facilitates hybrid work schedules that combine physical on-site work, and remote telework during an employee’s regular work week. The Transitional Hybrid Telework Program is not appropriate or applicable to all City of Fremont classifications and employees.

This is a temporary/transitional policy intended to address the City of Fremont’s transition from the emergency telework procedures implemented in response to the COVID-19 pandemic, to a partial (hybrid) return to on-site work. The City Manager (or designee) shall authorize specific times during which the transitional Hybrid Telework Program shall apply. Any Hybrid Telework Agreements (HTA) entered into by the City and employees are 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 Transitional Hybrid Telework Program allows employees to enter into an agreement to schedule portions of their work week away from their regular physical worksite. Participating employees are expected to work a

combination of on-site and remote worksite days during the regular work week.

A Transitional Hybrid Workplace schedule (affecting one or more days a week) must be consistent, approved before it commences, and shall include a minimum of two (2) regular days (per employees' normal schedule) worked at the City worksite. Under special circumstances or in the event of an emergency, employees who are able to work a majority, or all of their scheduled hours remotely, may be required to do so.

The employee's compensation, benefits, work status, and work responsibilities will not change due to participation in the Transitional Hybrid Telework 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 time off (general leave, management leave, protected family leave, compensatory time, etc.) If a teleworking employee is ill or unable to work due to family care or other obligations, they are expected to call in, report their status to their immediate supervisor, and use the appropriate form of leave to their situation.

The Human Resources Department will be responsible for monitoring and evaluating the effectiveness of the Transitional Hybrid Telework Program and said program can be terminated at any time.

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

a. Scope

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

b. Departmental Telework Coordinators

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

d. Hybrid Telework Agreement

All transitional hybrid telework arrangements must be documented on a Hybrid Telework Agreement Form and approved by the employee's supervisor and Department Head as soon as feasible once an employee is

anticipated to start a hybrid work schedule. Management's decision on a hybrid telework agreement is final and cannot be appealed.

e. Program Guidelines

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

The Department Head or designee, at the direction of the City Manager's Office, has the discretion to determine and require employees to perform their work duties at the physical City worksite or remotely in accordance with the eligibility criteria below 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 or service to the public;
4. The safety requirements needed for the employee to effectively conduct their work;
5. The portability of the employee's work, tools, and equipment;
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, Human Resources, or City Manager's Office.

IV. HYBRID TELEWORK AGREEMENT

- a. Approved Hybrid Telework Agreement's (HTA's) are only valid for the time period specified in the Agreement. The Agreement is invalid after the time period specified unless the Department Head or designee approves an extension in writing. The City Manager, Department Head or designee may,

at their discretion, decide to terminate the Agreement earlier.

- b.** Employee acknowledges and agrees that the HTA 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 HTA as soon as feasible.
- d.** Non-exempt (overtime eligible) employees shall be assigned a Work Schedule in the HTA, 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.** While 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 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 HTA. 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 HTA designated work hours, including by telephone and electronic communication.
 - 2. Have an Alternate Worksite that is safe, ergonomically sound, quiet and free of distractions, with reliable and secure internet and/or wireless access. If a staff member has questions about setting up a safe and ergonomically appropriate workstation, 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 HTA. Any deviation from the HTA 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 HTA. The employee is responsible for promptly returning city-owned equipment on completion of their transitional hybrid teleworking assignment and at the end of their participation in the Hybrid 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, leave for family care, 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 or otherwise unable to work while working under an HTA, 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 HTA 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 Hybrid 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. It is the City's expectation that remote telework will primarily be performed within the State of California.
- 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 Hybrid Telework Agreement.

VI. MODIFICATION OR TERMINATION OF PROGRAM AND PARTICIPATION IN PROGRAM

The City Manager may modify or terminate the Transitional Hybrid Telework Program for any reason, at any time. Whenever feasible, 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 arrange for the employee to work at a City worksite 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.

VII. PROCEDURES

Responsibility	Action
Employee	Complete the Hybrid Telework Agreement and coordinate with the supervisor/manager.
Supervisor/Manager and Department Head	Review the Hybrid Telework Agreement and provide signature, if approved. Engage in conversation with employee if there are questions, adjustments or if the Agreement is not approved.
Departmental Telework Coordinators	Each Department shall assign a telework coordinator who will be responsible for internal coordination and management of the Transitional Hybrid Telework Program at the departmental level.
Human Resources	Document Hybrid Telework Agreement and maintain records of employee participation, including cancellation.

Hybrid Telework Agreement

Employee Acknowledgements:

I, _____ (“City Employee”), acknowledge and affirm that I have read the transitional Hybrid Telework Policy (“Policy”) and the Hybrid Telework Agreement (“HTA” or “Agreement”) in their entirety and agree to abide by the terms and conditions they contain. I further understand and agree as follows:

The HTA is temporary and contingent upon public safety conditions, operational needs and departmental approval. Approval does not imply a permanently modified position or that a work schedule that includes remote work will continue for longer than the allowable time or indefinitely.

The HTA may be terminated at any time at the City’s sole discretion and that the City’s determination is final and non-appealable. The telework arrangement is a privilege, not a right, and is not subject to the grievance process.

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 HTA.

I understand and agree to my duties, obligations and responsibilities for working remotely and agree to provide adequate advance notice to my supervisor if I am unable to keep any of the agreed upon commitments and/or deliverables. Failure to meet these requirements may result in this Agreement being terminated.

I will maintain a safe Alternate Worksite and act in a responsible manner to avoid injury. I will report work-related injuries to my supervisor at the earliest reasonable opportunity in accordance with applicable city policies. I understand and agree that the City is not liable for injury to family members or other third parties that occur at the Alternate Worksite, and I agree to release from liability and hold the City harmless for third party injuries.

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:
City Equipment Information		

Make and Model	
Serial Number (Service Tag)	
Operating System	<input type="checkbox"/> Windows 7 <input type="checkbox"/> Windows 10
Computer Name (Host)	
Username	

Additional Description (including peripherals, such as speakers, monitors, keyboard, mouse):

City-owned equipment is authorized for the sole purpose of enabling the employee to work remotely under the Policy and this Agreement, and not for personal use/business. I understand and agree to be fully responsible for the use, care and maintenance of the equipment and will pay the City for the cost of repair and replacement of any damaged, lost, or stolen equipment (except for normal wear and tear). I will promptly report to ITS any equipment failure, breakage, or loss, and will arrange for ITS to inspect the equipment for malfunctions. I will return the equipment in good condition by the date designated by the City. City reserves the right to pursue all legal remedies and actions to recover loaned equipment or pay for repairs/replacement.

City Worksite Schedule: The days and hours (Minimum of 2 days or equivalent on-site work hours) 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	
Sunday						
Monday						
Tuesday						
Wednesday						

Thursday						
Friday						
Saturday						

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	
Sunday						
Monday						
Tuesday						
Wednesday						
Thursday						
Friday						
Saturday						

The location and address of the Alternate Worksite is:

The Employee telephone number during work hours at the Alternative Worksite is:

This Agreement is valid from _____ to _____ and expires on _____. The Agreement may not be continued or extended unless the Department Head or designee approves a new HTA in writing. The Department Head or designee may rescind this Agreement at any time.

This Agreement supersedes all oral and written communications on this matter and can be modified only in writing and signed by the Department Head or designee.

