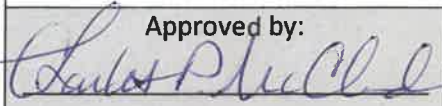


CITY OF CATHEDRAL CITY ADMINISTRATIVE POLICY			HR-AP 07
Approved by: 	Distributed by	Original Date	Revised
Charles McClendon, City Manager	Human Resources	March 23, 2020	April 30, 2020; July 1, 2020

SUBJECT:

EMERGENCY TELECOMMUTING POLICY

PURPOSE:

The purpose of the Emergency Telecommuting Policy is to ensure that essential City functions continue to be performed at an alternative location during the disruption of normal operations. The City will implement this Policy in keeping with the mission of the City and the respective Department. This Policy is an emergency policy and the City Manager has discretion to withdraw the Policy if deemed necessary.

The City Manager or designee shall designate and authorize specific times in which an Emergency Telecommuting Agreement (“ETA” or “Agreement” – Appendix A) shall apply. Any ETA is subject to the terms and conditions set forth in this Policy below.

GENERAL POLICY:

1.1 Eligibility Criteria

Telecommuting is not suitable for all employees and/or positions. The City Manager, Human Resources Manager, or designee has the discretion to determine the employees and positions who may telecommute on an emergency basis utilizing criteria that includes, but is not limited to:

1. The operational needs of the employee’s department and the City;
2. The potential for disruption to the City’s functions;
3. The ability of the employee to perform specific job duties from a location separate from the City worksite (“Alternate Worksite”) without diminishing the quantity or quality of the work performed;
4. The degree of face-to-face interaction with other City employees and the public that the employee’s position requires;
5. The portability of the employee’s work;
6. The ability to create a functional, reliable, safe, and secure Alternate Worksite for the employee at a reasonable cost;
7. The risk factors associated with performing the employee’s job duties from a location separate from his or her City Worksite;

8. The ability to measure the employee's work performance from a location separate from the City Worksite;
9. The employee's supervisory responsibilities;
10. The employee's need for supervision;
11. Other considerations deemed necessary and appropriate by the employee's immediate supervisor, Department Head, and the Human Resources Manager.

1.2 Telecommute Assignment:

1. Any ETA is only valid for the time period specified in the Agreement. The Agreement is invalid after this time unless the City approves an extension in writing. The City may, at its discretion, decide to terminate the Agreement earlier.
2. Employee acknowledges and agrees that the ETA is temporary and subject to the discretion of management. Telecommuting will be approved on a case-by-case basis consistent with the eligibility criteria above.
3. Employees eligible to receive overtime shall be assigned a work schedule in the ETA, including rest and meal breaks ("Work Schedule"). Any deviation from the Work Schedule must be approved in advance, in writing, by management. Employees must take meal and rest breaks while telecommuting, just as they would if they were reporting to work at their City worksite. Employees may not telecommute outside their normal work hours without prior written authorization from their supervisor. 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. Telecommuting employees are required to be accessible in the same manner as if they are working at their City worksite during the established telecommuting Work Schedule, regardless of the designated location for telecommuting, or "Alternate Worksite." Employees must be accessible via telephone, email, and/or network access to their supervisor and other City employees while telecommuting, as if working at their City worksite. Employees shall check their City-related business phone messages and emails on a consistent basis, as if working at their City worksite.
5. Employees shall work on a full-time basis, according to the Work Schedule. Employees are required to maintain an accurate record of all hours worked at the Alternate Worksite and make that record available to his or her supervisor upon request. Employees shall record all non-productive work time on his/her timesheet.
6. While telecommuting, employees shall adhere to the following:
 - a. Be available to the department via telephone and/or email during all ETA designated work hours.
 - b. Have the Alternate Worksite be quiet and free of distractions, with reliable and secure internet and/or wireless access.

- c. All periods of employees' unavailability must be approved in advance by management in accordance with department policy and documented on the appropriate leave of absence slip.
- d. Employees shall ensure dependent care will not interfere with work responsibilities.
- e. Employees must notify their supervisor promptly when unable to perform work assignments because of equipment failure or other unforeseen circumstances.
- f. It is not the intent of the City to provide City owned equipment to telework. The City, at its discretion, may find the need to provide limited City equipment and, if so, 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.

1.3. General Duties, Obligations and Responsibilities:

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.

1. All existing duties, obligations, responsibilities and conditions of employment remain unchanged. Telecommuting 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.
2. 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.
3. 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.
4. 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).
5. 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, the employee shall notify their supervisor immediately and record on their timesheet any hours not worked due to incapacitation.
6. 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, 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.

7. 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.
8. Employees' salary and benefits remain unchanged. 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.
9. All of 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.
10. Any breach of the telecommuting agreement by the employee may result in termination of the Agreement and/or disciplinary action, up to and including termination of employment.

City of Cathedral City

Emergency Telecommuting Agreement

Employee Acknowledgement:

I, the undersigned employee (“Employee”), have read the Emergency Telecommuting Policy and the Emergency Telecommuting 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 City Manager, Human Resources Manager, or designee approval. Approval does not imply entitlement to a permanently modified position or a continued telecommute arrangement.

I understand and agree that the ETA is voluntary and may be terminated 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 the ETA 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.

The Agreement is valid from **July 1, 2020 until revoked**. The City may rescind this Agreement at any time.

Non-Exempt Employees:

The days and hours (“Work Schedule”) the City permits the Non-Exempt Employee to be physically present at the Alternate Worksite are the following:

Day	Morning		Lunch	Afternoon		Total Hours
	Start	End		Start	End	
Sunday						
Monday						
Tuesday						
Wednesday						
Thursday						
Friday						
Saturday						

Alternate Worksite:

The location and address of the Alternate Worksite is:

Address: _____
City, State Zip _____

Phone number:

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 the Employee’s 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 Telecommuting Agreement, and understand and agree to all of its provisions.

Employee’s Name and Title	Date
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Employee’s Supervisor’s Name and Title	Date
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Employee’s Department Head Name and Title	Date
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Eugenia Torres Human Resources Manager	Date
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