

ADMINISTRATIVE PROCEDURES

TOWN OF COLMA
October 6, 2022

CATEGORY: HUMAN RESOURCES

SUBJECT: Telework Policy and Telework Agreement

PURPOSE:

Telework is working at a location other than a conventional Town office (an “Alternate Worksite”). Telework is an option that management may choose to make available to eligible employees, on a voluntary basis, when appropriate as determined by management. Not every position or every employee is well suited and eligible for telework. The City Manager/Designee has the sole discretion to determine whether a position or employee is eligible for telework. It is not a universal employee benefit; employees do not have a “right” to telework, and this work option may be terminated by either the employee or the Town at any time.

ELIGIBILITY:

Supervisors/managers, with the approval of the City Manager, may authorize employees, to work at home no more than 40% of their regular bi-weekly schedule, and according to this policy. Employees on a Performance Improvement Plan or under current disciplinary action are not eligible to participate. All employees working at an Alternative Worksite under this policy must acknowledge in writing that they have received and read the policy by completing a Telework Agreement.

Changes in job classification, duties, assignments, and projects, as well as changes in business and/or operational needs, may have an impact on suitability of telework; therefore, supervisors/managers are responsible for periodically reviewing this policy with the employee to address any change in suitability.

Other criteria bearing on eligibility include, but are not limited to, the following:

- (1) The nature of an employee’s position – it may be suitable for telework when the job duties:
 - Are independent in nature and telework will not negatively impact the workload or supervision of others.
 - Are primarily knowledge-based.
 - Lend themselves to measurable deliverables.
 - Do not require frequent in-person or on-site interaction at the regular worksite with supervisors, colleagues, clients, or the public.
 - Do not require the employee’s immediate presence at the regular worksite to address unscheduled events unless alternative arrangements for coverage are possible.
 - Are not essential to the management of on-site workflow.

- (2) Employee performance history – an employee may be suitable for telework when they have demonstrated:
 - Dependability and responsibility
 - Effective communication with supervisors, coworkers, and customers
 - Motivation

- The ability to work independently without direct oversight
- A consistently high rate of productivity
- A high level of skill and knowledge of the job
- The ability to prioritize work effectively
- Good organizational and time management skills

(3) Other considerations:

- the employee's ability to create a functional, reliable, safe, and secure alternative work space;
- any risk factors associated with performing the employee's job duties from a location separate from the regular worksite;
- the ability to measure the employee's work performance from a location separate from the regular worksite;
- the employee's supervisory responsibilities;
- the ability to maintain effective working relationships; and
- any other considerations deemed necessary and appropriate by the employee's immediate supervisor, Department Head, or the City Manager/Designee.

POLICY:

A. General

- Telework is entirely voluntary and may be terminated by the employee or the Town at any time.
- The duties, obligations, responsibilities, and conditions of an employee's employment with the Town are unchanged when teleworking. An employee's salary, retirement, benefits and Town-sponsored insurance coverage are unchanged.
- Employees remain obligated to comply with all Town rules, policies, practices, and instructions. Violations of these rules, policies, practices, and instructions may result in preclusion from telework or disciplinary action, up to and including termination of employment.
- Because the business needs of the Town on-site office take precedence over telework days, employees may be required to be on-site during an otherwise regularly scheduled telework day. This may be for a full or a partial day and there may be little to no notice of the requirement to report to work.
- Employees who telework must be able to return to the Town's onsite office within 2 hours if required to work on-site during an otherwise regularly scheduled telework day.
- Employees who telework must be available to promptly communicate with those with whom they normally conduct business (e.g. supervisor, clients/the public, colleagues, leadership team, etc.) by phone and/or email, as well as virtual platforms (Zoom, Teams, etc.), while teleworking. Further, employees are expected to present themselves in a professional state of dress when appearing electronically via video-conference from a remote work location. Employees not wishing to utilize their personal phone number may contact Human Resources for instructions on setting up an alternate number (this may be a Google number or other online tool). Employees must respond to inquiries in the same fashion, and within the same timeframes, as they would if they were in the office. In addition, employees must ensure that in-person meetings are not delayed or disrupted due to telework schedules.
- The employee is to be working in the same fashion while teleworking as they would if they were in the office; non-work related interruptions must be kept to a minimum.

Responsibilities and tasks need to be completed with the same importance and attention as they would be if they were tended to in the office. **Work time is for work. Telework is not a substitute for dependent child or elder care, nor does it authorize employees to conduct personal or non-Town business while on Town time.**

- Employees who telework will exercise the same precautions to safeguard electronic and paper information, and protect confidentiality, as the employee would in a traditional office environment. This includes not connecting to the Town network from an open/public Wi-Fi network. Town electronic materials must be saved to Town servers and may not be saved to local hard drives.

B. Work Hours and Work Space

- Work hours must conform to the terms (i.e. approved work schedule) otherwise agreed upon by employee and the manager/supervisor. Requests to work overtime, or use sick leave, vacation, or other leave must first be approved by the employee's manager/supervisor in the same manner as when working in the office.
- Teleworker/employee must record and report all of their work time accurately. Breaks and meals should be taken in accordance with the employee's regular work schedule.
- If the employee's Alternate Worksite experiences a power or internet outage, and the employee is unable to perform their usual duties for more than 15 minutes, the employee is expected to report to their Town work location immediately; in limited circumstances and with advance approval from their supervisor, the employee may use accrued paid leave for the remainder of their shift instead of reporting to a Town worksite under such circumstances.
- Employees will designate a primary work space for telework that meets acceptable ergonomic standards. Contact Human Resources with any ergonomics questions or concerns or to schedule a remote ergonomics evaluation. The work space should be maintained in a safe condition, free from hazards and other dangers to employee and equipment. This work space will generally be the address listed as the Alternate Worksite in the Telework Agreement. Exceptions to this may be made on a short-term, temporary basis, with prior approval from the employee's supervisor.

C. Supplies, Equipment, and Costs

- The Town may provide specific tools/equipment for the employee to perform their current duties. This may include computer hardware, computer software, phone lines, email, voicemail, connectivity to host applications, and other applicable equipment as deemed necessary. This does not include heating or cooling for an employee's Alternate Workspace, electricity to power the tools/equipment, or funding for internet access or increased internet speeds. The Town will determine what equipment, supplies, and other costs are reasonable to reimburse. If an employee's reimbursement requests under this policy are evaluated and are not considered reasonable by the Town, the employee may not be able to telework. Requests for reasonable reimbursement are to be made at the time of requesting to telework. Human Resources is available to assist in determining what tools/equipment an employee may need to work remotely.
- Office supplies will be provided by the Town as needed. Out-of-pocket expenses for supplies will be reimbursed with prior approval of the employee's supervisor or manager pursuant to generally-applicable Town reimbursement policies and protocols.

- The use of equipment, supplies, and materials when provided by the Town for use at the Alternate Worksite is limited to authorized persons and for purposes relating to Town business.
- The Town will maintain and provide for repairs to Town equipment at Town expense. When the employee uses their own equipment, the employee is responsible for maintenance and repair of equipment at employee's expense.
- A loaner laptop may be provided when available. Loaners must be returned upon request.

D. Workers' Compensation

- During work hours and while performing work functions in the designated Alternate Worksite, teleworkers are covered by workers' compensation.

E. Liability

- As a condition of teleworking, the employee agrees to hold the Town harmless for third party injuries and property damage at the Alternate Worksite.

F. Public Records Act

- Work-related records created at an Alternate Worksite using personal equipment, including on a personal cell phone (e.g. text messages, email, browser history, calendar information) or a personal computer, will become Town owned records in many instances. Further, these records may be public records subject to disclosure pursuant to a California Public Records Act (CPRA) request. If an employee uses personal devices to create work-related records, the employee also must maintain these records pursuant to the Town's retention policy.

G. Right of Appeal

- This policy and program is not subject to the grievance procedure. If an application to telework is denied, the employee may appeal the decision to the City Manager; there is no other appeals process.



Brian Dossey
City Manager

Telework Agreement

Employee Acknowledgement:

I, the undersigned employee (“Employee”), have read the Telework Policy and the Telework Agreement (“Agreement”) in their entirety, and I agree to abide by the terms and conditions they contain. I understand and agree that the Agreement is contingent upon Department Head approval. Approval does not imply entitlement to a permanently modified position or a continued telework arrangement.

I understand and agree that the Agreement is voluntary and may be terminated at any time. I further understand that the Town may, at any time, change any or all of the conditions under which approval to participate in the Agreement 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.

Alternate Worksite: 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 designated telework schedule for Employee 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 Town harmless for injury to third parties at the Alternate Worksite.

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

Employee’s Name and Title (Printed) Date

Employee’s Signature Date

Employee’s Supervisor’s Name and Title (Printed) Date

Employee’s Supervisor’s Signature Date

Submit the completed and executed Agreement to Human Resources.