

Name: _____

Department: _____

Title: _____

City of Torrance - Telecommuting Program Overview

Purpose: The intent of these guidelines is to allow employees to effectively work in alternate work locations. Although this is in response to the COVID-19 pandemic and the need to practice social distancing, there is no way to predict how long the effects of this pandemic will linger and how CDC guidance may change. As such, the City established these guidelines as a “Pilot Program” that will be re-assessed at a later date. Our goals for this Pilot Program are as follows:

- Telecommuting is not a perk or benefit. Telecommuting is an effective way to allow for social distancing in City buildings. Telecommuting is voluntary nor is it guaranteed. Employees working remotely will be responsible for tracking their work and supervisors/managers will need to effectively supervise and provide feedback as they would for an employee working on-site.
- Not every position qualifies for telecommuting work; however, management can ensure staff that every on-site assignment is deemed safe, meaning that proper PPE is provided, and social distancing protocols are adhered to.
- Employees may be continuing to utilize FFCRA/FMLA leaves. Please keep in mind that they may only need to take advantage of these programs if telecommuting options are not available. We encourage management to work with employees to accommodate telecommuting when possible.
- Currently, the CDC continues to encourage employers to allow for telecommuting when possible. Staff will continue to monitor CDC guidance and make recommendations if needed as guidance may change.
- As we move toward re-opening, Departments will need to consider their needs for on-site staffing, with the understanding that this, too, may fluctuate. As such, our goal is not to guarantee employees any fixed WFH schedule for any designated period of time.
- We ask that Departments continue to be flexible with their employees. Our goal is to continue to have each part-time and full-time benefitted employee working their regular number of weekly hours, consisting of on-site work or a combination of on-site and working remotely. We would like to avoid having employees strictly working from home (i.e. they should be coming in the office at a minimum of once per week). At this time, schedules (i.e. evening/weekend hours) may continue to vary to allow for social distancing.

Telecommuting Guidelines

The purpose of the Telecommuting Guidelines is to ensure that essential City of Torrance functions continue to be performed at an alternative location during the disruption of normal operations. The City of Torrance will implement these Guidelines in keeping with the mission of the City of Torrance and the respective Department. These Guidelines are **part of a Pilot Program** and the City Manager has discretion to withdraw these Guidelines if deemed necessary.

The City Manager shall designate and authorize specific times in which a Telecommuting Agreement ("TA" or "Agreement") shall apply. Any TA is subject to the terms and conditions set forth in these Guidelines.

Eligibility Criteria

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

1. The operational needs of the employee's department and the City of Torrance;
2. The potential for disruption to the City of Torrance's functions;
3. The ability of the employee to perform his or her specific job duties from a location separate from his or her City of Torrance worksite ("Alternate Worksite") without diminishing the quantity or quality of the work performed;
4. The degree of face-to-face interaction with other City of Torrance 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 of Torrance Worksite;
8. The ability to measure the employee's work performance from a location separate from his or her City of Torrance 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 City Manager or his designee.

Telecommute Assignment:

1. Any TA is only valid for the time period **not-to-exceed 6 months**. **Department Heads may use discretion on time period for each employee.** The time period is to be specified in the Agreement. The Agreement is invalid after this time unless the City of Torrance approves an extension in writing. The City of Torrance may, in its discretion, decide to terminate the Agreement earlier.

2. Employee acknowledges and agrees that the TA 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. Non-exempt employees who receive overtime shall be assigned a work schedule in the TA, including rest and meal breaks (“Work Schedule”). Any deviation from the Work Schedule must be approved in advance, in writing, by management. Non-exempt employees must take meal and rest breaks while telecommuting, just as they would if they were reporting to work at their City of Torrance worksite. Non-exempt 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 of Torrance’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 of Torrance 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 of Torrance employees while telecommuting, as if working at their City of Torrance worksite. Employees shall check their City of Torrance related business phone messages and emails on a consistent basis, as if working at their City of Torrance worksite. Employees must be available to report within 2 hours to the City of Torrance if requested. If there is a time period where the employee is not available to report to the City of Torrance while telecommuting, the employee must make their immediate supervisor or manager aware and it must be agreed upon in writing.
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. Data Protection

Not all employees working from home need a City-issued laptop with VPN access, and we cannot guarantee that all employees working from home will be issued a laptop. Because wmail (TorranceCA.gov web mail) is accessible by all employees, if the employee does not need VPN access, then the employee may work from home using their own devices. This could include a personal laptop, cell phone, tablet, etc.

VPN access is not available on personal devices; only City-issued. As such, if employees need to send documents to/from a personal device and a City of Torrance desktop/device, they must do so sending the documents via City email only. This way, when the document is sent out and when the document is received, it is on City email and goes through City spam filter.

- b. Be available to the department via telephone and/or email during all TA designated work hours.
- c. Have the Alternate Worksite be quiet and free of distractions, with reliable and secure internet and/or wireless access. **(We ask/propose that Managers/Supervisors express understanding verbally of potential childcare/familial needs due to COVID-19 pertaining to this section.)**

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 must notify their supervisor promptly when unable to perform work assignments because of equipment failure or other unforeseen circumstances.
- e. All workplace safety procedures/guidelines must be adhered to.
- f. If the City of Torrance has provided City of Torrance owned equipment, employees agree to follow the City of Torrance's Policy for the use of such equipment. Employees will report to their supervisor any loss, damage, or unauthorized access to City of Torrance owned equipment, immediately upon discovery of such loss, damage, or unauthorized access.

General Duties, Obligations and Responsibilities:

Employees must adhere to the provisions set forth in these Guidelines and the terms of the TA. Any deviation from the TA requires prior written approval from the City of Torrance

- 1. All existing duties, obligations, responsibilities and conditions of employment remain unchanged. Telecommuting employees are expected to abide by all City of Torrance and departmental policies and procedures, rules and regulations, applicable Memoranda of Understanding, and all other official City of Torrance 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 of Torrance employees in terms of job responsibilities, work product, timeliness of assignments, and contact with other City of Torrance employees and the public.
- 3. Employees shall ensure that all official City of Torrance documents are retained and maintained according to the normal operating procedures in the same manner as if working at a City of Torrance worksite.
- 4. Employees may receive approval to use personal computer equipment or be provided with City of Torrance issued equipment at the discretion of the City Manager.
- 5. The City of Torrance 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).
- 6. Employees may receive a virtual private network ("VPN") account, as approved by the City Manager.
- 7. 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 a TA, he/she shall notify his/her supervisor immediately and record on his/her timesheet any hours not worked due to incapacitation.

8. 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 of Torrance's network and must close or secure all connections to the City of Torrance desktop or system resources (*e.g.*, remote desktop, VPN connections, etc.) when not conducting work for the City of Torrance. Employees must maintain adequate firewall and security protection on all such devices used to conduct City of Torrance work from the Alternate Worksite.
9. Employees shall exercise the same precautions to safeguard electronic and paper information, protect confidentiality, and adhere to the City of Torrance'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 of Torrance work they access from the Alternate Worksite or transport from their City of Torrance 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 of Torrance worksite to the Alternate Worksite. Employees must return all records, documents, and correspondence to the City of Torrance at the termination of the TA or upon request by their supervisor, Department Head or Human Resources.
10. 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 of Torrance 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.
11. 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.
12. 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.

Telecommuting Agreement

Employee Acknowledgement:

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

I understand and agree that the TA is voluntary and may be terminated at any time. I further understand that the City of Torrance may, at any time, change any or all of the conditions under which approval to participate in the TA 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 _____ to _____. I understand this Agreement expires on _____ and may not continue unless the City of Torrance approves a new TA in writing. The City of Torrance may rescind this Agreement at any time.

Regularly Assigned Place of Employment: The days and hours the City of Torrance expects the Employee to be physically present at the City of Torrance 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:

Street [AGENCY]

Zip Code State

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

_____.

The days and hours (“Work Schedule”) the City of Torrance permits the 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						

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 of Torrance 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

Employee’s Supervisor’s Name and Title Date

Department Head’s Name Date

Submit the completed and executed Agreement to City Manager’s Office.