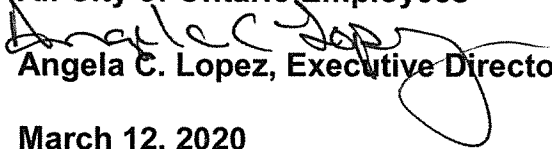




CITY OF ONTARIO

MEMORANDUM

TO: All City of Ontario Employees

FROM:  Angela C. Lopez, Executive Director Human Resources

DATE: March 12, 2020

SUBJECT: Temporary Telecommuting Policy in Response to the Coronavirus (COVID-19)

Purpose

The purpose of this policy is to establish procedures for City Employees that requested or are required to participate in a Flexible Worksite or Telecommuting following the activation of the City's official COVID-19 Response Plan. The policy will be in effect until it is no longer required.

Telecommuting may be appropriate for some employees and jobs but not for others. Telecommuting is not an entitlement, it is not a City-wide benefit, and it in no way changes the terms and conditions of employment with the City of Ontario. Participation in telecommuting during a pandemic may be mutually agreed to by the employee and their Department or Agency Head.

Policy Statements

The employee's position must be identified as telecommuting capable, as listed below. The City may, however, require an employee to telecommute in order to reduce the risk of spreading a potential communicable illness at the worksite. This would be determined on a case by case basis as work site conditions and health status of an employee warrants.

Eligibility

Before entering into the Telecommuting Agreement, the employee supervisor/manager and Department Head or Agency Head, with the assistance of the Human Resources Department, will evaluate the suitability of such an arrangement, reviewing the following areas: and

- Employee suitability. The employee and supervisor/manager will assess the needs and work habits of the employee, The Department Head and/or Agency Head may require an employee to telecommute in order to meet the needs of the City.
- Job responsibilities. The employee and supervisor/manager will discuss the job responsibilities and determine if the job is appropriate for a telecommuting arrangement. Exceptions may be made to facilitate emergency situations under the pandemic event as determined by the Department or Agency Head.

Temporary Sick Leave Policy in Response to Coronavirus (COVID-19)

- Equipment needs, workspace design considerations and scheduling issues. The employee and manager will review the physical workspace needs and the appropriate location for the telework. This review may include expectations of physical workspace and/or a photo or skype/facetime to review workspace.
- No employee engaged in telecommuting will be allowed to conduct face-to-face business in their homes.
- Tax and other legal implications. The employee must determine any tax or legal implications under IRS, state and local government laws, and/or restrictions of working out of a home-based office. Responsibility for fulfilling all obligations in this area rests solely with the employee.

If the employee and supervisor/manager and Department or Agency Head agree a draft telecommuting agreement will be prepared. Final approval of the telecommuting agreement will be the discretion of the Agency Head.

Equipment

The City of Ontario is not required to provide equipment for telecommuting; however, the City may provide all or part of the equipment necessary for accomplishing work assignments, including the installation and maintenance of City-owned equipment at the home. The City will not cover the cost of repair or maintenance of the telecommuter's personal equipment. Equipment needs will be determined on a case by case basis as determined by the department's need during the pandemic event and will require Agency Head's approval.

Security

Consistent with the organization's expectations of information security for employees working at the office, telecommuting employees will be expected to ensure the protection of proprietary company and customer information accessible from their home office. Steps include the use of locked file cabinets and desks, regular password maintenance, and any other measures appropriate for the job and the environment. All official City records, files and documents must be protected from unauthorized disclosure or damage and returned safely to the office. This includes taking all measures necessary to avoid cybersecurity threats.

Safety

Employees are expected to maintain their home workspace in a safe manner, free from safety hazards. The City of Ontario will provide each telecommuter with a safety checklist that must be completed and returned to Risk Management initially and periodically thereafter as requested. Injuries sustained by the employee in a home office location and in conjunction with their regular work duties would undergo review pursuant to the Workers' Compensation Act to determine compensability. Telecommuting employees are responsible for notifying the employer of such injuries as soon as practicable. The employee is liable for injuries to third parties and/or members of the employee's family on the employee's premises.

Time Worked

Telecommuting is not designed to be a replacement for appropriate childcare. Although, if mutually agreed between the manager and employee, an individual employee's schedule may be modified to accommodate childcare needs and the focus of the arrangement must remain on job performance and meeting business demands. Prospective telecommuters are encouraged to discuss expectations of telecommuting with family members prior to entering a trial period.

Temporary Sick Leave Policy in Response to Coronavirus (COVID-19)

Telecommuting employees who are not exempt from the overtime requirements of the Fair Labor Standards Act will be required to accurately record all hours worked using the City's time-keeping system. Hours worked in excess of those scheduled per day and per workweek require the advance approval of the telecommuter's supervisor/manager. Failure to comply with this requirement may result in the immediate termination of the telecommuting agreement.

City of Ontario Temporary Telecommuting Agreement
(For use in response to the Temporary Telecommuting Policy)

This agreement confirms the Telecommuting Agreement by and between the City of Ontario, California (hereafter "City") and <_____> (Employee Name), <_____
_____> (Title) to establish the terms and conditions for performing work at an alternate work site under the same current schedule as described in Section 1a of this agreement and consistent with the City of Ontario's Temporary Telecommuting Policy as provided for in the COVID-19 Response Plan. Access to the City network will not be granted without the fully executed document.

1. This agreement begins on <_____> (Date) and continues until the Pandemic Plan has been lifted or the telecommuting is no longer necessary. The agreement may be reviewed periodically and may be revoked without advanced notice. Continuation of this agreement is based upon review of the City's needs and the productivity effectiveness of the telecommuting arrangement and may be revoked at the option of the City and without advanced notice. The following conditions apply:

a) Employee telecommuting schedule is 40 hours per work week <_____

(Insert schedule type, hours and days of work)

b) Employee's regular telecommute site location is <_____

(Insert address, City, CA, Zip)

c) Employee's regular telecommuting phone number is (_____) - _____

2. While telecommuting, Employee will:

- Work scheduled work hours and receive advance approval from supervisor/manager if unable to meet these requirements due to childcare, vacation or medical issues and use personal leave accruals as appropriate.
- Produce work at the same level of quality and quantity as that which was expected while working at the regular City worksite.
- Maintain communication with any customer or coworkers who may be affected by the telecommuting arrangement.
- Remain accessible during the telecommute work schedule.
- Keep supervisor/manager informed of progress and status of all work assigned and immediately discuss any problems encountered.
- Be available for teleconferences, scheduled on an as-needed basis and typically within the employees regularly scheduled work hours.
- Be available to come in the office if a business need arises and when the Pandemic concern has been stabilized and regular business operations have commenced.

3. Terms of Employment: Employee understand that this Telecommuting Agreement is not a separate and distinct contract of employment with the City and the employee does not provide any additional or other contractual rights regarding employment. This Agreement does not supersede the terms of the existing employment relationship nor is it precedence setting for

telecommuting outside of the pandemic event. The employee remains obligated to comply with all City rules, policies, practices, and instructions that would ordinarily apply if the employee were working at his/her regular City worksite. Work products developed or produced by the employee while telecommuting remain the property of the City. Work hours, compensation and leave scheduling while telecommuting shall continue to conform to all applicable City policies and individual collective bargaining agreements. Any requests to work overtime or use leave time shall require prior approval by the employee's supervisor in the same manner as when working at the regular City worksite.

4. Equipment and Office Supplies: City owned resources, equipment, supplies and materials may only be used for City business. Employee is responsible for ensuring that all such City owned items are properly used and maintained. Employee further agrees to take all reasonable steps to protect all City owned property from theft, damage or misuse. This includes maintaining data security and record confidentiality to at least the same degree as expected when working at the regular City worksite. The employee may not duplicate City owned software and will comply with licensing agreements for the use of all software owned and utilized by the City. Depending on the circumstances, the employee may be responsible for damage to or loss of City property.

Unless otherwise issued, Employee is responsible for providing space, telephone, printing, networking, and/or Internet capabilities at the telecommute location, and shall not be reimbursed by the employer for these or other related expenses. Employee will be responsible for any repair or maintenance of such equipment and supplies and the City shall assume no liability for same; this includes any damage to, wear or loss of the employee's personal property.

Employee agrees to allow the City necessary access to the remote location for the purpose of delivering, servicing, repairing and collecting any and all City owned equipment and supplies used by the employee while telecommuting. All such items shall be returned to the City in good working order at the time requested by the City or upon discontinuance of the telecommuting arrangement.

5. Telecommuting Site Safety and Ergonomics: Employee agrees to maintain a safe, secure, and ergonomic work environment and to report work related injuries to the Employee's supervisor/manager at the earliest reasonable opportunity. Employee agrees to hold the City harmless for injury to others at the alternate work site. Employee and the City agree to work together to ensure that the remote worksite is safe and ergonomically suitable. The employee's supervisor/manager, Department Head, Agency Head, Risk Manager or other person designated by the City Manager may make on-site visits to the remote location as can be safely accomplished during a pandemic event.

Employee shall allow access to the location, at a reasonable time during the workday, to allow an inspection to ensure the workspace is free from hazards and to maintain, prepare, inspect or retrieve City owned equipment, software, data, and supplies. Employee also agrees that the City may take photographs of work area for purposes of maintaining a record of same.

Injuries sustained by the employee in a home office location and in conjunction with their regular work duties would undergo review pursuant to the Workers' Compensation Act to determine compensability. The employee remains liable for injuries to third parties and/or members of the employee's family on the employee's premises.

6. Signature: Employee's signature on this Agreement affirms that the Employee has read the Temporary Telecommuting Policy in Response to the Coronavirus (COVID-19) and this Agreement and understands and agrees to all of the provisions regarding telecommuting. The supervisor/manager and if different, the Department Head and Agency Executive signature authorizes the Telecommuting Agreement.

Employee

Date

Supervisor/Manager

Date

Department Head

Date

Agency Head

Date

Cc: Human Resources
Personnel File