



## City of Clearlake

14050 Olympic Drive, Clearlake, California 95422

(707) 994-8201 Fax (707) 995-2653

[www.clearlake.ca.us](http://www.clearlake.ca.us)

### **Emergency Telecommuting Policy**

The purpose of the Emergency Telecommuting Policy is to ensure that essential City of Clearlake functions continue to be performed at an alternative location during the disruption of normal operations. The City of Clearlake will implement this Policy in keeping with the mission of the City of Clearlake 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 the Chief of Police shall designate and authorize specific times in which an Emergency Telecommuting Agreement (“ETA” or “Agreement”) shall apply. Any ETA is subject to the terms and conditions set forth in this Policy below.

#### **Eligibility Criteria**

Telecommuting is not suitable for all employees and/or positions. The City Manager or the Chief of Police have the discretion to determine the employees and positions who may telecommute on an emergency basis utilizing criterion that includes, but is not limited to:

1. The operational needs of the employee’s department and the City of Clearlake;
2. The potential for disruption to the City of Clearlake’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 Clearlake 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 Clearlake 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 Clearlake Worksite;
8. The ability to measure the employee’s work performance from a location separate from his or her City of Clearlake 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.

**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 of Clearlake approves an extension in writing. The City of Clearlake may, in 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. Non-exempt employees who 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. 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 Clearlake 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 Clearlake'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 Clearlake 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 Clearlake employees while telecommuting, as if working at their City of Clearlake worksite. Employees shall check their City of Clearlake-related business phone messages and emails on a consistent basis, as if working at their City of Clearlake 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. If the City of Clearlake has provided City of Clearlake owned equipment, employees agree to

follow the City of Clearlake's Policy for the use of such equipment. Employees will report to their supervisor any loss, damage, or unauthorized access to City of Clearlake 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 this Policy and the terms of the ETA. Any deviation from the ETA requires prior written approval from the City of Clearlake.

1. All existing duties, obligations, responsibilities and conditions of employment remain unchanged. Telecommuting employees are expected to abide by all City of Clearlake and departmental policies and procedures, rules and regulations, applicable Memoranda of Understanding, and all other official City of Clearlake 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 Clearlake employees in terms of job responsibilities, work product, timeliness of assignments, and contact with other City of Clearlake employees and the public.
3. Employees shall ensure that all official City of Clearlake documents are retained and maintained according to the normal operating procedures in the same manner as if working at a City of Clearlake worksite.
4. Employees may receive approval to use personal computer equipment or be provided with City of Clearlake issued equipment at the discretion of the City Manager or Chief of Police.
5. The City of Clearlake 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 or Chief of Police.
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 an ETA, 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 Clearlake's network and must close or secure all connections to City of Clearlake desktop or system resources (*e.g.*, remote desktop, VPN connections, etc.) when not conducting work for the City of Clearlake. Employees must maintain adequate firewall and security protection on all such devices used to conduct City of Clearlake 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 Clearlake'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 Clearlake work they access from the Alternate Worksite or transport from their City of Clearlake 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 Clearlake worksite to the Alternate Worksite. Employees must return all records, documents, and correspondence to the City of Clearlake at the termination of the ETA 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 Clearlake 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. Employee further understands and agrees that cancellation or modification of this teleworking agreement shall not be deemed a disciplinary action, unless they are expressly notified in writing to the contrary.

# 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 or Chief of Police 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 of Clearlake 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. Upon notice of such termination, I understand that I am expected to return to my regular work location within one-hour during your regular scheduled work shift.

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 Clearlake approves a new ETA in writing. The City of Clearlake may rescind this Agreement at any time.

Regularly Assigned Place of Employment: The days and hours the City of Clearlake expects the Employee to be physically present at the City of Clearlake Worksite are the following:

| Day              | Morning |     | Lunch | Afternoon |     | Total Hours |
|------------------|---------|-----|-------|-----------|-----|-------------|
|                  | Start   | End |       | Start     | End |             |
| <b>Sunday</b>    |         |     |       |           |     |             |
| <b>Monday</b>    |         |     |       |           |     |             |
| <b>Tuesday</b>   |         |     |       |           |     |             |
| <b>Wednesday</b> |         |     |       |           |     |             |
| <b>Thursday</b>  |         |     |       |           |     |             |
| <b>Friday</b>    |         |     |       |           |     |             |
| <b>Saturday</b>  |         |     |       |           |     |             |

Alternate Worksite: The location and address of the Alternate Worksite is:

\_\_\_\_\_  
 Street City

\_\_\_\_\_  
 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 Clearlake permits the Employee to be physically present at the Alternate Worksite are the following:

| Day              | Morning |     | Lunch | Afternoon |     | Total Hours |
|------------------|---------|-----|-------|-----------|-----|-------------|
|                  | Start   | End |       | Start     | End |             |
| <b>Sunday</b>    |         |     |       |           |     |             |
| <b>Monday</b>    |         |     |       |           |     |             |
| <b>Tuesday</b>   |         |     |       |           |     |             |
| <b>Wednesday</b> |         |     |       |           |     |             |
| <b>Thursday</b>  |         |     |       |           |     |             |
| <b>Friday</b>    |         |     |       |           |     |             |
| <b>Saturday</b>  |         |     |       |           |     |             |

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 Clearlake 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

\_\_\_\_\_  
 City Manager or Chief of Police Date

**Submit the completed and executed Agreement to Melissa Swanson, Administrative Services Director/City Clerk or to Andrew White, Chief of Police**