



## **CITY OF PALM SPRINGS TELECOMMUTING POLICY**

### **PURPOSE**

The purpose of the Telecommuting Policy is to allow City of Palm Springs (“City”) employees to work at an alternate worksite for a part of their regular workweek. Telecommuting can improve productivity and job performance as well as promote administrative efficiencies (e.g. reducing office and parking space), reduce traffic congestion and transportation costs, support continuity of operations, and sustain the recruitment and retention of a highly qualified workforce by enhancing work/life balance through commute reduction.

### **DEFINITIONS**

Alternate Worksite - An approved location(s), other than the employee's regular workplace, where official City business is performed. The default Alternate Worksite is the employee’s home, unless authorized by the employee’s Department Director.

Regular Workplace - an employer's place of work where employees normally are located. Most commonly this is a City facility.

Remote Work - a work arrangement where the employee enters into a formal agreement with the City to perform their usual job duties in an alternate work location for a portion of the employee’s regular workweek.

Telecommuting - An employment arrangement in which the employee works at an Alternate Worksite and utilizes a City issued computer/laptop, e-mail and/or cellphone to perform their work functions.

Virtual Private Network – Any method of allowing remote connectivity to internal private systems from external public networks, usually the internet via encryption software client or web portal application. Examples would be Remote Desktop access and Banner access.

### **PROCEDURE**

#### **Position Eligibility Criteria**

Telecommuting is not suitable for all employees and/or positions. The City Manager and each Department Head 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;
2. The potential for disruption to the City's functions;
3. The ability of the employee to perform their specific job duties from a location separate from their Regular Workplace 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 their Regular Worksite;
8. The ability to measure the employee's work performance from a location separate from their Regular 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, manager, or department head.

### **Employee Eligibility Criteria**

The ability to telecommute is a benefit. Employees must be able to satisfactorily perform their duties and responsibilities on a day-to-day basis. Employees must demonstrate the ability to perform independently, effectively manage their time, and produce the quality and quantity of work required for their position.

To be approved for a telecommute assignment, the employee must be in good standing. The Human Resources Director will verify employee eligibility based on the following criteria:

1. The Employee has successfully passed probation in their current classification;
2. The Employee has not received a substandard rating in any rating factor on their last performance evaluation;
3. The Employee is not currently on a Performance Improvement Plan;
4. The Employee has not been disciplined in the preceding twelve (12) months; and

5. The promotion of an employee to a higher position will terminate any approved telecommute assignment. The employee will be required to successfully pass probation in order to be considered for a new telecommute assignment.

The transfer of an employee in the same position may terminate any approved telecommute assignment, at the discretion of the new supervisor.

### **Telecommute Assignment**

1. Any telecommute assignment is only valid with the approval of the employee's Department Head and the Human Resources Director. The City may, in its discretion, decide to terminate the Agreement at any time. If the City, in its discretion, modifies or terminates the Agreement, the City shall provide at least fourteen (14) calendar days' notice to the employee before such changes are put into effect.
2. Employee acknowledges and agrees that approval of the Agreement is subject to the discretion of their Department Head and the Human Resources Director. Telecommuting will be approved on a case-by-case basis consistent with the eligibility criteria above.
3. A telecommute assignment shall be limited to a total number of hours equaling a maximum of two workdays in a workweek. The employee must designate a regular telecommute schedule ("Work Schedule") which designates when work will be performed at the Regular Worksite and at the Alternate Worksite.
4. Work schedule arrangements shall be in compliance with the employee's MOU. In the event of a conflict between this policy and the MOU, the MOU shall take precedence. Non-exempt employees who receive overtime shall be assigned a work schedule in the Agreement, including rest and meal breaks. Any deviation from the Work Schedule must be approved in advance, in writing, by the employee's immediate supervisor. Non-exempt employees may take rest breaks and must take meal breaks while telecommuting, just as they would if they were reporting to work at their Regular Worksite. Non-exempt employees may not telecommute outside their normal work hours without prior written authorization from their supervisor.
5. Telecommuting employees are required to be accessible in the same manner as if they are working at their Regular Worksite during the established telecommuting Work Schedule, regardless of the designated location for telecommuting. 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 Regular Worksite.

6. Employees shall work on a full-time basis, according to the employee's MOU. Employees are required to maintain an accurate record of all hours worked at the Alternate Worksite in the same manner as work performed at the Regular Worksite. Employees shall record all nonproductive work time on their timesheet.
7. While telecommuting, employees shall adhere to the following
  - a. Have the Alternate Worksite be quiet and free of distractions, with reliable and secure internet and/or wireless access.
  - b. Employees shall ensure dependent care will not interfere with work responsibilities.
  - c. Employees must notify their supervisor promptly if they will leave the Alternate Worksite to conduct business on behalf of City.
  - d. Employees must notify their supervisor promptly when unable to perform work assignments because of equipment failure or other unforeseen circumstances.
  - e. If the City has provided City-owned equipment, employees agree to follow the City 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.

### **General Duties, Obligations and Responsibilities**

Employees must adhere to the provisions set forth in this Policy and the terms of the Telecommuting Agreement. Any deviation from the Agreement 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. If approved, employees will be provided with City-issued equipment and must be used for exclusively while telecommuting.
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, elective ergonomic equipment, liability for third party claims, or any other incidental costs (e.g., utilities associated with the employee's telecommuting).
5. Employees may receive virtual private network ("VPN") access, as approved by their Department Head and/or Human Resources Director and Information Technology Management.

6. Employees shall continue to abide by practices, policies and procedures for requests of sick, vacation and other leaves of absences in accordance with the employee's MOU. Requests to work overtime, declare vacation or take other time off from work must be pre-approved in writing by the employee's supervisor. If an employee becomes ill while working under a Telecommuting Agreement, the employee shall notify their supervisor immediately and record on the timesheet any hours not worked due to incapacitation.
7. 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, VPN connections, etc.) when not conducting work for the City.
8. Employees shall contact the City Helpdesk for any technical support when working at the Alternate Worksite. Employees shall not use third party technical support on City equipment.
9. 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 and Health Insurance Portability and Accountability Act (HIPAA). 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 correspondence to the City at the termination of the Telecommuting Agreement 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 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.
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.



**CITY OF PALM SPRINGS  
TELECOMMUTING AGREEMENT**

The Telecommuting Agreement is recommended for the employee listed below:

|                      |                                  |                       |
|----------------------|----------------------------------|-----------------------|
| <u>Dept/Division</u> | <u>Regular Worksite</u>          | <u>Effective Date</u> |
|                      |                                  |                       |
| <u>Last Name</u>     | <u>First Name/Middle Initial</u> | <u>Organization #</u> |
|                      |                                  |                       |

**Employee Acknowledgement:**

I, the undersigned employee (“Employee”), have read the Telecommuting Policy in its entirety and I agree to abide by the terms and conditions it contains. I understand and agree that the Telecommuting Agreement (“Agreement”) is contingent upon Department Head and Human Resources Director approval.

I understand and agree that the Agreement 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 Agreement is granted, with at least fourteen (14) calendar days’ notice.

I agree to 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 and HIPAA.

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 terminated.

Employee’s current schedule (“Work Schedule”) type (5/40, 9/80, 4/10):

| 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>  |         |     |       |           |     |             |

Approved Alternate Worksite(s)

| Address(es) of Alternate Worksite                                | Phone Number(s) |
|--|-----------------|
|  |                 |
|  |                 |
| The employee's designated telecommute days/hours are as follows: |                 |
| 0 Monday   | 0 Tuesday       |
| 0 Wednesday  | 0 Thursday      |
| 0 Friday   |                 |

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 Agreement and understand and agree to all of its provisions.

|                                    |             |
|------------------------------------|-------------|
| <i>Employee Signature</i>          | <i>DATE</i> |
| <i>Employee Print Name</i>         |             |
| <i>Approval of Department Head</i> | <i>DATE</i> |

*DISTRIBUTION: Employee/ Personnel File/ IT –*