

## REPORT TO CITY COUNCIL

**DATE:** APRIL 22, 2020

**TO:** HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

**FROM:** GREG RAMIREZ, CITY MANAGER

**BY:** NATHAN HAMBURGER, ASSISTANT CITY MANAGER  
CELESTE BIRD, ADMINISTRATIVE ANALYST

**SUBJECT:** REQUEST TO APPROVE RESOLUTION NO. 20-1928; AMENDING THE EMPLOYEE HANDBOOK TO INCLUDE A TELECOMMUTING POLICY

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The request before the City Council is to approve the City's updated Telecommuting Policy, via Resolution No. 20-1928, which will establish new protocol and expectations for employees to work remotely outside the normal office environment in service to the community. This policy is designed to be utilized through emergencies as well as more certain times of normal business.

As part of the City's efforts to continue to provide uninterrupted services to the community during this pandemic scenario, a majority of the City's full-time staff shifted to a remote working environment out of necessity to comply with the "Safer at Home" directive. Although the City had the Information Technology (I.T.) infrastructure to do so, it is imperative that the City now update its procedures and policies to provide a more formalized structure and provide clear responsibilities and expectations of employees. This policy helps keep the resulting work product focused on the results for the community while providing flexibility to employees under the discretion of the City Manager.

The policy is consistent with existing City policies and does not require any budgetary adjustments as the structure utilized by the City's I.T. network requires limited resources to be provided by employees and provides them some ability to utilize existing City laptops, tablets and smart phones, to work remotely. The proposed policy also provides for the protection of the identified City-owned property and provides clarification on an acceptable workspace.

This policy, if approved, would take effect immediately to accommodate the current circumstances and allows for continuity of City services to the public during this time when our community is reliant on the City for a variety of services and communication.

### RECOMMENDATION

Staff respectfully recommends the City Council approve Resolution No. 20-1928; amending the Employee Handbook to include a Telecommuting Policy.

Attachments: Resolution No. 20-1928  
Telecommuting Policy

**RESOLUTION NO. 20-1928**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AGOURA HILLS, CALIFORNIA, AMENDING THE EMPLOYEE HANDBOOK TO INCLUDE A TELECOMMUTING POLICY**

**THE CITY COUNCIL OF THE CITY OF AGOURA HILLS HEREBY FINDS, RESOLVES, AND ORDERS AS FOLLOWS:**

**SECTION 1.** The City Council of the City of Agoura Hills hereby approves the Employee Handbook, as amended in Exhibit A, to include a Telecommuting Policy. The effective date of these amendments will be April 15, 2020.

**PASSED, APPROVED, AND ADOPTED** this 22<sup>nd</sup> day of April, 2020, by the following vote to wit:

AYES:        ()  
NOES:        ()  
ABSENT:     ()  
ABSTAIN:    ()

\_\_\_\_\_  
Illece Buckley Weber, Mayor

ATTEST:

\_\_\_\_\_  
Kimberly M. Rodrigues, City Clerk



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## **TELECOMMUTING POLICY**

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### **Purpose**

The City of Agoura Hills supports telecommuting to fulfill specific operational needs. Such instances for telecommuting work arrangements may be considered when there are opportunities for improved operational performance, reduced commuting miles, as part of a disaster recovery or national, state or regional emergency plan, or to facilitate the potential for City savings.

The City of Agoura Hills also recognizes that telecommuting is only feasible for those job duties that can be performed away from the office. Departments are urged to carefully review both advantages and disadvantages before setting up a telecommuting agreement, to explore the wide variety of arrangements possible, and to address potential problem areas. Pilot or temporary programs may be helpful in determining what type of arrangement will be most effective. Success depends on both the nature of the work and the nature of the worker.

The telecommuting arrangement should focus on mutual expectations and results. The Supervisor and/or Department Head should communicate in advance what assignments or tasks are best suited to be performed at the telecommuting site, and what assessment techniques will be used to measure success in meeting performance standards. The employee should understand the requirements for participating in a successful telecommuting program.

### **Definition**

Telecommuting is defined as a specific work alternative program. This program provides the option of working at home through a written agreement and as approved by the Supervisor and/or Department Head.

### **Authority**

Government Code Sections 14200-14203 authorize every State Agency to incorporate telecommuting as a work option. The City of Agoura Hills has been delegated authority to establish a telecommuting program within this authority.

### **Eligibility**

This policy applies to City of Agoura Hills employees who work a regularly scheduled workday. Employees may participate in the telecommuting program by mutual

agreement between the employee and the Supervisor and/or Department Head.

### **Policy Guidelines**

To ensure an effective, productive telecommuting program, City of Agoura Hills ("City") establishes the following policy guidelines:

1. **Work Standards for Telecommuters.** Employees ("Telecommuters") who are authorized to perform work at off-site work locations must meet the same standards and professionalism expected of City of Agoura Hills employees at onsite work locations in terms of job responsibilities, work products, and customer and public contact.
2. **Positions Suitable for Telecommuting.** Telecommuting is not suitable for all employees and/or positions. Telecommuters must be self-motivated, their job responsibilities must have minimal requirements for face-to-face daily supervision, and they must have demonstrated conscientious observance of work hours and productivity requirements. The job responsibilities of the Telecommuter must be of a nature in which face-to-face interaction with co-workers or the public is minimal or may be scheduled to permit telecommuting.
3. **Approval Process for Telecommuting.** An employee is not entitled to telecommute. The City must approve any telecommuting as provided below. An employee who wants to telecommute must submit a written request to his/her Supervisor and/or Department Head who will forward the request to the City Manager. The Supervisor and/or Department Head will consider all relevant factors with regard to the telecommuting request, including but not limited to, the factors stated in paragraph 2 above, as well as analyzing risk factors associated with telecommuting for the position, and shall make a recommendation to the City Manager.
4. **Telecommuting Agreement.** The Telecommuter shall sign a Telecommuting Agreement including the specific conditions relating to the permission to telecommute. The Supervisor and/or Department Head shall attach an updated position description and will denote, where appropriate, which duties or projects shall be performed at the Telecommuter's City work location and which shall be performed at the off-site work location.

The Telecommuting Agreement must be executed by the employee and his/her Supervisor and/or Department Head. Copies of the Telecommuting Agreement and all Appendices will be forwarded to Human Resources for review **prior** to implementation. Human Resources shall maintain copies of all telecommuting agreements currently in effect.

5. **National, State or Regional Emergency Business Needs.** Telecommuting is voluntary, except under national, state or regional emergency conditions in which there are workspace issues or other problems prohibiting the person's job being performed while physically at the City. If the employee is required by the City to telecommute, the City will bear the appropriate costs for setting up and maintaining the equipment. When

the City determines that national, state or regional emergency business conditions exist, telecommuting agreements may not be required.

6. **Termination of Telecommuting.** The Supervisor and/or Department Head may terminate telecommuting at any time with 10 working days' written notice to the Telecommuter. When the situation is voluntary, the employee may also terminate telecommuting at any time with an advance notice (generally 10 working days). In the event of a national, state or regional emergency the 10 day notification requirement is waived.
7. **Job Responsibilities.** The Telecommuter will continue to be responsible for performance of all job responsibilities while telecommuting. The Telecommuter will meet or communicate with his/her Supervisor and/or Department Head to receive assignments, review work progress, and complete work at predetermined intervals and more often, as the Supervisor and/or Department Head directs. The Supervisor and/or Department Head shall formulate objectives, expected results, and evaluation procedures for work completed while the employee is telecommuting.

The Telecommuter shall promptly notify his/her Supervisor and/or Department Head when unable to perform work assignments due to equipment failure or other unforeseen circumstances. The Telecommuter may be assigned to another project and/or work location that may necessitate termination of the telecommuting agreement as dictated by business needs.

8. **Telecommuter Accessibility.** Telecommuters must be accessible via telephone, fax, network access, or email by their Supervisor and/or Department Head, co-workers and other employees during the Telecommuter's schedule, as specified in the Telecommuting Agreement. The Telecommuter shall make arrangements acceptable to his/her Supervisor and/or Department Head with regard to a method for receiving/recording work-related telephone messages, (i.e. utilizing a home or other answering machine).
9. **Compliance with City Policies.** Telecommuters shall comply with all applicable policies and procedures of the City and within the employee's department.
10. **Telecommuting Schedule.** The Telecommuter shall generally maintain a consistent schedule of work hours and days to ensure regular and predictable contact with City staff and others during regular business hours. A determination of flexibility in work hours and days where feasible, given the position's job responsibilities may be made on a case-by-case basis. Except in the event of a national, state or regional emergency, these must be approved by the Supervisor and/or Department Head and stated in the Telecommuter's Agreement. A Telecommuter's work schedule may be either on a part-time or full-time basis.

A specific work schedule will be stated in the Telecommuter's Agreement. Exceptions will be made when an employee's presence is required for a function or activity that

cannot reasonably be rescheduled. The Telecommuter will remain flexible to his/her Supervisor and/or Department Head and working arrangements when office functions require his/ her attendance.

11. **Telecommuter's Responsibility.** In most instances, the voluntary Telecommuter will provide and pay for his/her own equipment and software. Network connectivity, if required, is also the responsibility of the employee, at the employee's expense. Any agreements for City of Agoura Hills to provide equipment, software, and/or Internet access will be outlined in the approved Telecommuter's Agreement.

The employee agrees to abide by the licensing regulations and restrictions for all software under license to City of Agoura Hills.

A voluntary Telecommuter is responsible for providing for any computer used for City business, appropriate security and virus protection, comparable to that provided for City computers, including a firewall.

12. **Equipment and Designated Workspace.** The Telecommuter's need for specialized material or equipment at the off-site worksite must be minimal.

Since the City does not have the ability to safeguard off-site locations, Telecommuters are responsible for City equipment used at an off-site work location. If such equipment is lost, damaged destroyed or stolen, it is the responsibility of the Telecommuter to replace City provided equipment. The Telecommuter is advised to contact his/her insurance agent for information regarding insurance coverage for City equipment at home.

The Telecommuter shall designate an off-site workspace that is quiet, free of distractions, and kept in a clean, professional, and safe condition, with adequate lighting and ventilation. **An initial on-site work place hazards assessment of the home/off-site office may be deemed necessary.**

13. **Inventory of City Property.** The Telecommuter shall complete a City Equipment List for Telecommuters, signed by the Telecommuter and his/her Supervisor and/or Department Head, listing any City-owned equipment, or other such items to be used at an off-site work location prior to the start of telecommuting.
14. **Indemnity Waiver.** City of Agoura Hills does not assume responsibility for any private property used, lost or damaged as a result of telecommuting. City of Agoura Hills is also not responsible for reimbursing the employee for wear and/or repair on private property used while telecommuting.
15. **Office Supplies.** The City will not reimburse Telecommuters for the expense for supplies, which the employee is provided from his/her regular City on-site work location. The Telecommuter may submit an advance written request for approval by his/her Supervisor and/or Department Head for the purchase of any special supplies not

available in the on-site work location.

16. **Right to Inspect and Off-Site Maintenance Costs.** Unless the City requires the employee to telecommute, the City is not responsible for operating costs, home maintenance, property or liability insurance, or other incidental expenses (utilities, cleaning services, etc.) associated with telecommuting, the off-site workspace or use of the Telecommuter's home.

Since the employee's home or satellite workspace is an extension of the City workspace, the City liability for job-related accidents will continue to exist during the approved work schedule and in the employee's designated work location. Workers' Compensation law and rules will apply. The Telecommuter is responsible to ensure that safe working conditions exist. Consequently, the Telecommuter shall agree in the telecommuting agreement that if a work related injury occurs, the City shall have the right to make on-site inspections of the workspace, including home workspace with advance written notice or at other mutually agreed-upon times.

17. **Technical Support.** Regular IT help desk support will be provided to Telecommuters, as it is provided to all employees. Telecommuters that need help desk support will be required to bring City owned equipment to the City if necessary. If Telecommuting is voluntary, specialized technical support will not be provided. If the Telecommuter needs specialized support for Telecommuter-owned equipment, he/she must purchase private technical support.
18. **Restricted-Access Materials.** The Telecommuter shall not copy, place on another computer, or delete restricted-access materials that are at the City on-site work location or accessed through the computer, unless approved in advance by the Supervisor and/or Department Head.
19. **Information Security.** The Telecommuter shall protect City information from unauthorized disclosure or damage and will comply with federal, state, and City standards, policies and procedures regarding disclosure of public and official records. Work done at the Telecommuter's off-site workplace is official City business. All records, documents, and correspondence, (either on paper or in electronic form), must be safeguarded and returned to the City at the conclusion of telecommuting or upon request by the Telecommuter's Supervisor and/or Department Head.

Telecommuters must take reasonable precautions to ensure that their devices (e.g. computers, tablets, smart phones, etc.) are secure before connecting remotely to City of Agoura Hills information assets and must close or secure connections to City desktop or system resources (i.e. remote desktop, virtual private network connections, etc.) once they have completed City-related activities or when the asset is left unattended.

20. **Benefits, Leave Requests Unchanged.** The employee's salary, benefits, and worker's compensation shall not change due to telecommuting. An employee who is telecommuting is not entitled to reimbursement for travel mileage to attend work related

meetings. Please refer to the Technology Allowance Policy for more information regarding technology allowance information and benefits.

Requirements and the procedure for Telecommuter requests for sick leave, vacation and other leaves shall not change due to telecommuting.

21. **No Dependent or Medical Care.** Telecommuting is not a substitute for dependent care, medical leave, or caring for an ill family member. Telecommuters are required to make arrangements for dependent care during the agreed-upon work hours.
22. **Overtime.** A non-exempt Telecommuter shall not work overtime without prior written approval from his/her Supervisor and/or Department Head. If the employee works overtime that has been approved in advance, compensation or compensatory time off will be provided in accordance with eligibility guidelines and applicable laws, policies and collective bargaining agreements. A Telecommuter's failure to obtain prior approval for overtime work may result in discontinuance of telecommuting.
23. **Legal and Tax Implications.** The employee is responsible for addressing and resolving any questions about the employee's ability to deduct expenses related to telecommuting. The tax implications of utilizing a home office are the sole responsibility of the employee.

**Instructions:**

1. The following forms shall be filled completely and signed by the Telecommuter and Supervisor and/or Department Head: (In the event of a national, state or regional emergency, these forms may not be required)
  - Telecommuter's Agreement
  - Equipment List for Telecommuters
  - Telecommuter's Home Safety Checklist (*signed by the Telecommuter only*)
  - Supervisor and/or Department Head's Checklist for Telecommuters
2. Once all forms are completed and signed, please submit to Human Resources via email at [cbird@ci.agoura-hills.ca.us](mailto:cbird@ci.agoura-hills.ca.us) for final approval by Human Resources. Please allow a turnaround time of up to five (5) working days for a response.
3. Human Resources will respond via email to the Supervisor and/or Department Head and Telecommuter if the request has been approved or not approved. **The Telecommuter Agreement can only be implemented once the City Manager or his/her designee has responded with authorized approval.**

**Attachments:**

- A. Telecommuter's Agreement
- B. Equipment List for Telecommuters
- C. Home Safety Checklist
- D. Supervisor and/or Department Head's Checklist for Telecommuters





**TELECOMMUTER'S AGREEMENT**

Name of Telecommuter: \_\_\_\_\_ Employee ID: \_\_\_\_\_

Title: \_\_\_\_\_ Division/Department: \_\_\_\_\_

Exempt:  Non-Exempt:

Telecommuting will be (check the correct designation):

Full-time  Part-time

Length of Agreement (shall not exceed more than one year): \_\_\_\_\_ to \_\_\_\_\_

Both the City of Agoura Hills ("City") and the Telecommuter acknowledge and agree that home based telecommuting is voluntary for both parties, must be approved in advance, and may be discontinued by either party at will and without cause, unless the City requires the employee to telecommute in the case of national, state or regional emergency business needs.

Employees ("Telecommuters") who are authorized to perform work at off-site work locations must meet the same standards and professionalism as is expected of City of Agoura Hills employees at onsite work locations in terms of job responsibilities, work products, and customer and public contact. The Telecommuter also agrees to abide by all applicable policies and procedures of the City or within the employee's department.

The parties agree the Telecommuter shall work **on-site** at the City on the following days:

\_\_\_\_\_

The parties agree the Telecommuter shall work **off-site** on the following days:

\_\_\_\_\_

Alternate telecommute days are to be scheduled only with advance approval of the Supervisor and/or Department Head. Telecommuters must be available by phone, email, or network access during the core business hours of:

\_\_\_\_\_ to \_\_\_\_\_

Telecommuters are expected to come into the office as required or if connectivity is not available on regular telecommute days. The Telecommuter will remain flexible to his/her Supervisor and/or Department Head and working arrangements when office functions require his/her attendance, unless national, state or regional emergency conditions are enacted.

All benefits and the process to make leave requests must be followed and must be approved in advance by the Supervisor and/or Department Head. For non-exempt employees, overtime to be worked must be approved in advance by the Supervisor and/or Department Head. Failure to obtain prior approval for overtime work may result in discontinuance of telecommuting.

The City will not be liable for damages to the Telecommuter's property that may result from participating in the telecommuting program. The Telecommuter hereby waives all rights to pursue legal action for such damage.

The Telecommuter agrees to abide by the licensing regulations and restrictions for all software under license to City of Agoura Hills. The Telecommuter agrees to protect City information from unauthorized disclosure or damage and will comply with federal, state, and City rules, policies and procedures regarding disclosure of public and official records.

The Telecommuter is responsible to ensure that safe working conditions exist and agrees that if a work-related injury occurs, the City shall have the right to make on-site inspections of the workspace, including home workspace, with advance written notice or at mutually agreed-upon times.

The Telecommuter hereby releases the City from liability for the use of off-site workspace or physical conditions associated with the workplace. The City is not responsible for operating costs, home maintenance, property or liability insurance, or other incidental expenses (utilities, cleaning services, etc.) associated with telecommuting, the off-site workplace or use of the Telecommuter's home, with the exception of damage resulting from City-owned equipment that has been documented as defective and documented as causing the damage.

The Telecommuter agrees to submit to the Supervisor and/or Department Head a completed City Equipment List signed by the Telecommuter and his/her Supervisor and/or Department Head.

The City will not be responsible for providing or paying for maintenance, travel, and supplies, including, but not limited to the following:

- a. Wireless communication equipment
- b. Furniture or remodeling associated with using a computer from home
- c. Maintenance or repairs of privately owned equipment
- d. Travel expenses associated with commuting to campus/main office
- e. Equipment supplies (should be provided through normal procurement procedures)
- f. Technical and computer personnel support provided at the telecommuting work location (other than normal help desk responses)
- g. Additional equipment or services without prior authorization

The replacement of City-owned or personal equipment that is stolen or destroyed, shall be the responsibility of the Telecommuter or his/her homeowners/renters insurance, up to the limits of such policy(s).

The City will pay for charges for business related telephone calls, Internet access and maintenance and repairs for City-owned equipment. In order to be eligible for reimbursement, requests for reimbursable expenses must be submitted on a Travel Expense Claim Form with supportive documentation including appropriate receipts, bills or other verification of the expense within thirty (30) days after the expense is incurred.

The Telecommuter agrees to surrender all City equipment and/ documents immediately upon request.

This agreement, unless as stated otherwise above, expires one year from the implementation date and must be renewed to continue participation in the City's telecommuting program. The employee understands the City Telecommuting Policy and agrees to abide by the terms as set forth in the policy and agreement, or in any policy superseding this policy that has been initiated through appropriate bargaining unit procedures.

**Signed and Agreed by:**

Employee Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Department Head Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

**Please email completed Telecommuter's Agreement Form to [cbird@ci.agoura-hils.ca.us](mailto:cbird@ci.agoura-hils.ca.us) for final approval by City Manager or his/her designee.**

Approved  Not Approved

City Manager or Designee Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

EMPLOYEE INFORMATION	
Name of Telecommuter:	Employee ID:
Name of Supervisor and/or Department Head:	
Division/Department:	

Replacement of City-owned equipment that is stolen or destroyed would be the responsibility of the Telecommuter's homeowners/renters insurance, up to the limits of such policy(s).

Replacement costs above personal policy limits will be the responsibility of City of Agoura Hills. Department management shall determine if the Telecommuter's insurance policy limits are sufficient to protect the resources of the department. See Administrator's Checklist for Telecommuter.

The following equipment is provided by the City:

Equipment Estimated Cost: \_\_\_\_\_ Equipment Actual Cost: \_\_\_\_\_

The following equipment is provided by the Telecommuter, who guarantees that it is compatible with City equipment:

Supervisor and/or Department Head Signature:	Date:
Employee Signature:	Date:

The Telecommuter is responsible for ensuring a clean, safe and ergonomically sound home/off-site office as a condition for telecommuting. **An initial on-site work place hazards assessment of the home/off-site office may be deemed necessary.** All of the conditions below should be met and checked off. The Telecommuter should review this checklist with his/her Supervisor and/or Department Head, and must sign it prior to the start of telecommuting:

<b>Alternative Worksite Physical and Ergonomic Conditions</b>
<input type="checkbox"/> The Telecommuter agrees to maintain a clearly defined workspace that is clean, free from distractions and obstructions, and is in ergonomically sound condition.
<input type="checkbox"/> The work area is adequately illuminated with lighting directed toward the site or behind the line of vision, not in front or above it.
<input type="checkbox"/> Supplies and equipment (both City and employee-owned) are in good condition.
<input type="checkbox"/> The area is well ventilated.
<input type="checkbox"/> Storage is organized to minimize risks of fire and spontaneous combustion.
<input type="checkbox"/> All extension cords have grounding conductors.
<input type="checkbox"/> Exposed or frayed wiring and cords are repaired or replaced immediately upon detection.
<input type="checkbox"/> Electrical enclosures (switches, outlets, receptacles and junction boxes) have tight fitting covers or plates.
<input type="checkbox"/> Surge protectors are used for computers, fax machines and printers.
<input type="checkbox"/> Desk, chair, computer and all other equipment used for telecommuting are of appropriate design and arranged to eliminate strain on all parts of the body.
<input type="checkbox"/> A user-friendly workstation and other resources for easy reference are ready at the alternative work site.

<b>National, State or Regional Emergency Preparedness</b>
<input type="checkbox"/> National, state or regional emergency phone numbers (hospital, fire, police) are posted near the workstation.
<input type="checkbox"/> A first aid kit is easily accessible and replenished as needed.
<input type="checkbox"/> Portable fire extinguishers are easily accessible and serviced as required by law.
<input type="checkbox"/> An earthquake preparedness kit is easily accessible and maintained in readiness.

By checking each box above and signing below, I certify that all safety conditions are met:

Name of Telecommuter: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_



## SUPERVISOR AND/OR DEPARTMENT HEAD'S CHECKLIST FOR TELECOMMUTER

EMPLOYEE INFORMATION	
Name of Telecommuter:	Employee ID:
Name of Supervisor and/or Department Head:	
Division/Department:	

### The Administrator and Telecommuter agree to the following:

1. The employee has read the City's Telecommuting Policy.
2. The Supervisor and/or Department Head has reviewed the telecommuting arrangement for the employee and has approved that the employee may telecommute.
3. The Telecommuting Agreement has been explained to the Telecommuter, work hours and begin/end dates have been filled in, and both the employee and Supervisor and/or Department Head have signed.
4. Equipment issued by the City has been documented on the Equipment List for Telecommuters form and the Telecommuter has verified that he/she has homeowners/renters' insurance to cover equipment items in the event of damage, theft, or loss.
5. The Telecommuter's Home Safety Checklist form has been signed by the employee.
6. Performance expectations have been discussed and are clearly understood. Assignments and due dates are documented and on file with the Supervisor and/or Department Head and employee.
7. Requirements for care of equipment assigned to the employee have been discussed and are clearly understood.
8. The employee is familiar with the City's requirements and techniques for computer information security. The Telecommuter agrees to protect City information from unauthorized disclosure or damage and will comply with federal, state, and City rules, policies and procedures regarding disclosure of public and official records.
9. Telephone contact procedures have been clearly defined and support staff have received information on how and when to reach the Telecommuter.

### I certify that all conditions are met:

Supervisor and/or Department Head Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Employee Signature: \_\_\_\_\_ Date: \_\_\_\_\_