

# South Bay Cities Council of Governments

## Telework Procedures

As of January 3, 2022

The South Bay Cities Council of Governments (SBCCOG) has developed a telework policy in support of the organizational goal to be a high performing organization with a clear path to long-term financial health, staffing continuity, and sustained board commitment. This policy provides direction for workers and management.

**NOTE:** Operations may be modified in ways that are different to this policy in response to emergencies including hazardous weather, pandemic, physical attack, civil unrest, or any other event that would result in the closure of government buildings.

### Overview

Telework is a management option, not a universal employee benefit. Employees interested in teleworking will make a written request in accordance with the policy guidelines. All telework policies, standards, and procedures must be followed by employees to remain eligible for program participation.

### Purpose

Teleworking, the practice of working at home or remotely instead of in the office, is a work alternative that the SBCCOG offers to some employees when it is advantageous to both the organization and the employee and does not affect the ability of the organization to complete its work. A telework policy helps employees balance the demands of their work and personal lives and is an additional workplace benefit - not an employee right.

Employee compensation, benefits, work status, and work responsibilities will not change due to participation in the telework program. Teleworking employees must comply with all organizational rules, policies, and procedures.

### Eligibility

Candidates for teleworking must be employees with a history of satisfactory or better job performance, with no record of performance or conduct issues. The opportunity to telework must be approved by the employee's supervisor, who is ultimately responsible for decisions to continue or discontinue the opportunity, following appropriate notification to the employee. The decision to allow an employee to telework will be made in consultation with the SBCCOG Executive Director.

Selection of employees to participate in the telework program shall be based on specific, written, work -related criteria including:

- Employee responsibilities
- Need for, and nature of, interaction with other staff and external partners and others
- Need for specialized equipment

- Availability of other qualified employees on site
- Employee job performance

An employee who is considered for teleworking must be able to work independently and demonstrate productivity and time management. The resources that an employee needs to do his/her job must be easily transportable or available electronically.

Eligibility and suitability of employees to participate in the telework program will vary among individuals, depending on the function and responsibilities of the employee. The SBCCOG will maintain some minimum complement of employees who work on site at the office in order to function effectively. These positions include Administrative and Account staff.

Teleworking is not an alternative to child or elder care and, when applicable, the employee must make appropriate arrangements for dependent care.

### **Schedules and Hours**

Telework hours may be different from office work hours; however, teleworkers and their supervisors must agree on designated work hours. A regular schedule, including specific days and hours, must be established by the teleworker and approved by their supervisor. An employee may telework full-time or part-time. The amount of time the teleworker is expected to work per day or per pay period will not change due to participation in the telework program.

Teleworkers are required to account for all time worked in accordance with current timekeeping procedures. It is the teleworker's responsibility to submit an accurate accounting of hours worked in a timely manner. If a teleworker is sick while working at home or uses other time off, the teleworker must report on the "Request for Time Off" form the hours actually worked on their timesheet and use composite leave for the remainder of the hours.

Overtime hours must be pre-approved in writing by the supervisor. Deviations from the agreed upon schedule must be approved in advance by the supervisor. SBCCOG policies must be followed for all absences. Teleworkers are responsible for keeping and submitting accurate records of their work hours.

Supervisors retain the right to require a teleworker to return to the office on a regularly scheduled telework day should work situations warrant such an action. If a teleworker is frequently required to return to office during regularly scheduled telework days, the supervisor may re-evaluate the compatibility of the teleworker's job responsibilities with respect to teleworking, or the specific telework schedule.

### **Workspace**

Teleworkers must have an appropriate work area in their home/remote work location that considers ergonomics, equipment, workspace, noise, and interruption factors. The teleworker's off-site workspace should provide an adequate work area, lighting, telephone service, a reliable internet connection, power, and temperature control. Additional requirements may vary, depending on the nature of the work and the equipment needed to perform the work.

Teleworkers must provide their supervisor with address of their telework location. Teleworking

outside of the local area must be approved by the supervisor in advance. (Los Angeles County, Orange County, Riverside County, San Bernardino County, Ventura County are considered the local area.)

The SBCCOG's liability for job-related accidents will continue to exist during the approved work schedule and in the teleworker's designated work location since the teleworker's remote work space is an extension of the SBCCOG's workspace. The designated work location must meet Occupational Safety and Health Administration (OSHA) safety rules for the workplace, including: smoke detector; working fire extinguisher; clear, unobstructed exits; removal of hazards that could cause falls; adequate electrical circuitry; and appropriate furniture.

Homeowner's insurance and any changes in rates or coverage are the responsibility of the employee.

Any increase in the teleworker's home utility costs, excluding increased telephone, internet, or other costs incurred as a direct result of the telework assignment, is the responsibility of the employee.

Federal and state statutory abstracts will be posted at the SBCCOG office location in lieu of posting them in the employee's home/remote office. Teleworkers should review these notices while on SBCCOG's premises.

Teleworkers should consult their attorney, tax advisor, or accountant regarding any legal or tax implications attendant to working at their home or alternative site.

### **Equipment and Supplies**

Teleworkers are required to use SBCCOG computer equipment and software. Computers and software can only be used for SBCCOG work only. Office supplies will be provided by the SBCCOG and should be obtained during the teleworker's in-office work period. Out-of-pocket expenses for supplies normally available in the office will not be reimbursed (unless approved in advance and in writing).

Teleworkers are responsible for all supplies, equipment, and/or materials provided by the SBCCOG. All items remain property of the SBCCOG and may not be used for personal or other than work related use.

The SBCCOG provides a cell phone stipend for business related phone calls including long-distance. The SBCCOG will reimburse teleworkers for other business-related expenses, such as mailing or shipping costs that are reasonably incurred in accordance with job responsibilities and approved by the supervisor in accordance with SBCCOG's regular policies. In order to obtain reimbursement, teleworkers are required to submit SBCCOG reimbursement request form. Appropriate documentation is required if such expenses are submitted for reimbursement.

Maintenance, repair, and replacement of SBCCOG-owned equipment issued to teleworkers is the responsibility of the SBCCOG. In the event of equipment damage or malfunction, the teleworker must notify their supervisor immediately. SBCCOG reserves the right to enter the home work area for inspection of the equipment if necessary. Repairs to employee-owned

equipment are the responsibility of the teleworker. In either situation, the teleworker may be asked to report to the office until the equipment is usable.

Teleworkers must take appropriate action to protect company-provided equipment from damage or theft. SBCCOG equipment must be returned within 3 days when an employee terminates, is on extended leave, or discontinues the telework arrangement.

Teleworkers may use their own equipment such as fax machine, printer, and photocopier provided that no cost is incurred by the SBCCOG. Repair and maintenance of employee-owned equipment is the responsibility of the teleworker. The SBCCOG does not assume liability for loss, damage, or wear of employee-owned equipment or furnishings unless otherwise agreed to in writing prior to the occurrence.

### **Employee Access and Availability**

Teleworkers must be available by phone or email during scheduled hours, with the exception of their scheduled rest and lunch periods. Teleworkers are required to have voicemail services to ensure availability.

Teleworkers are required to modify their SBCCOG voicemail announcement to indicate that they may be reached at an alternate number. Employees must regularly check messages. The supervisor may establish that employees are required to check for messages within a certain period (e.g., at least once every two hours).

Teleworkers must keep their supervisor informed of any changes to their home/remote contact information.

### **Security**

It is the responsibility of the teleworker to take all precautions necessary to secure proprietary information and to prevent unauthorized access. The teleworker is required to observe all office security practices when working outside the office to ensure the integrity and confidentiality of proprietary information. Steps to ensure the protection of proprietary information include, but are not limited to, use of locked file cabinets and desks; regular password maintenance; and any other steps appropriate for the job and the environment.

Teleworkers agree to allow an authorized SBCCOG representative access to the home/remote work area during prearranged times for business purposes as deemed necessary by the supervisor, including safety inspections; equipment installations and repairs; security assurance; retrieval of SBCCOG property; and performance evaluations. To ensure hardware and software security, all software used for teleworking must be SBCCOG owned. SBCCOG-owned software may not be duplicated unless authorized through the license agreement. Restricted access materials shall not be taken out of the office or accessed through the computer unless approved in advance by the supervisor.

### **Liability**

It is the responsibility of the teleworker to maintain a safe, professional remote worksite that is free from potential safety problems. Teleworkers must certify that their homes/remote work

spaces are free from workplace hazards by completing a safety checklist.

In the case of an injury while working remotely, teleworkers must immediately (or as soon as circumstances permit) report the injury to his/her supervisor.

### **Application Process**

Employees who would like to telework are required to submit a written request and sign a Telework Agreement.

Telework arrangements may be discontinued at any time at the request of either the teleworker or the SBCCOG. If a telework arrangement is discontinued by the SBCCOG, every effort will be made to provide notice to the employee. There may be instances, however, where no notice is possible. Likewise, if an employee elects to discontinue a telework arrangement, the employee must provide notice to their supervisor.

Existing teleworkers will need to submit a request and receive approval in order to continue the telework arrangement. If approved, the employee must sign the Telework Agreement.

### **Income Tax**

It will be the teleworker's responsibility to determine any income tax implications of maintaining a home office area. The SBCCOG will not provide tax guidance, nor will assume any additional tax liabilities. Employees are encouraged to consult with a qualified tax professional to discuss income tax implications.

### **Evaluation**

Teleworkers will be required to participate in all studies, surveys, training, inquiries, reports, and analyses relating to this program.

# South Bay Cities Council of Governments Telework Agreement

January 3, 2022

Employee Name	
Employee's Title	

## Telework Schedule

Telework Schedule	_____ days per week OR _____ days per month
Telework Hours	_____ a.m. to _____ p.m.
Telework Location	

\_\_\_\_\_ I acknowledge that I have received a copy of the South Bay Cities Council of Governments (SBCCOG) Telework Procedures, and I agree to comply with all requirements.

\_\_\_\_\_ I acknowledge that my telework schedule or location may not be changed without prior approval from my supervisor.

\_\_\_\_\_ I acknowledge that requests to work overtime, utilize sick leave, request time off, or request a leave of absence must be approved by my supervisor in the same manner as when working in the SBCCOG office.

\_\_\_\_\_ I acknowledge that if I am sick while Teleworking, I am required to report the hours worked, and I must use sick leave or other accrued time to cover the hours not worked.

\_\_\_\_\_ I acknowledge that the designated telework location is considered an extension of the SBCCOG work space, and that the SBCCOG's workers compensation liability for job-related accidents or injury will apply during my stated telework hours.

\_\_\_\_\_ I agree to maintain the space in a safe condition, free of hazards and other dangers to myself and to SBCCOG equipment.

\_\_\_\_\_ I acknowledge that the SBCCOG may make on-site visits to my telework location to determine if the work space is safe, to ensure that the location is free from hazards, and to maintain, inspect, repair, replace, and/or retrieve SBCCOG-owned equipment, software, data, or supplies.

## Telework Equipment & Supplies

\_\_\_\_\_ I acknowledge that any SBCCOG equipment and software may only be used for SBCCOG work.

\_\_\_\_\_ I am responsible for ensuring that all SBCCOG equipment is used properly, and that the SBCCOG will provide repair for SBCCOG equipment as needed.

\_\_\_\_\_ I acknowledge receipt of the following SBCCOG equipment to support my telework:

Item:	Item:
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### **Expenses Related to Telework**

\_\_\_\_\_ I acknowledge that the SBCCOG will not pay for, or reimburse, the following expenses:

- Maintenance or repairs of privately owned equipment
- Utility costs associated with the use of electronics, except for increased telephone or internet costs incurred as a direct result of the telework assignment
- Costs associated with the occupation of the home / offsite work location
- Travel expenses associated with commuting to the SBCCOG office
- Out of pocket expenses for supplies that are regularly available at the SBCCOG office (unless approved in advance and in writing)

### **Telework Provisions**

\_\_\_\_\_ I acknowledge that the Telework assignment is entirely voluntary and may be terminated by the Teleworker or the SBCCOG at any time.

\_\_\_\_\_ I acknowledge that the duties, obligations, responsibilities, and conditions of my employment with the SBCCOG are unchanged; I also acknowledge that my salary and benefits are unchanged.

\_\_\_\_\_ I acknowledge that individual tax implications related to telework are my responsibility, and I understand that any questions in this regard should be posed to a tax expert, at my expense.

### **Final Acknowledgements**

\_\_\_\_\_ I acknowledge that I remain obligated to comply with all SBCCOG rules, policies, procedures, practices, and instructions. Violation of SBCCOG policies may result in preclusion from telework and/or disciplinary action, up to and including termination of employment.

\_\_\_\_\_ I acknowledge that telework is not intended as a substitute for providing care of adult dependents or children, and that I must make regular arrangements for the care of

dependent adults or children.

Employee Printed Name	
Employee Signature	
Date	

Supervisor Printed Name	
Supervisor Signature	
Date	