



# Northshore Utility District

**ADMINISTRATIVE ORDER  
EFFECTIVE: MARCH 19, 2020**

## **TELECOMMUTING POLICY**

### **BACKGROUND:**

In response to the COVID-19 Pandemic and based on recommendations provided by the Centers for Disease Control and local health departments, the Northshore Utility District (NUD) is authorizing temporary telecommuting assignments for qualifying positions as defined in the District's Continuity Of Operational Plan (COOP) included in Appendix A of its Pandemic Policy. This action is solely within the discretion of the District to authorize, modify, and revoke at any time for any reason. This telecommuting plan is authorized because of emergency circumstances and is limited in duration of time as determined by the General Manager. It is recognized that the employee may not be able to perform all of his/her essential job functions while working remotely.

### **PURPOSE AND SCOPE:**

It is the purpose of these procedures to set forth uniform standards for selection, supervision, and evaluation of employees to telecommute.

### **DEFINITIONS:**

Telecommuting is a temporary alternative work arrangement in which part of, or all weekly scheduled work is performed at an alternate work location. Telecommuting is neither a benefit nor an entitlement and in no way changes the terms and conditions of employment.

Telecommuting may require more frequent interaction and communication between the telecommuter and their Supervisor or Director, since neither can rely on seeing each other in the workplace. Daily contact shall occur so that the telecommuter may communicate at a level consistent with employees working at the office or in a manner and frequency that seems appropriate for the job and the individuals involved.

### **POLICY:**

The Districts Policies and Procedures including non-conflicting handbook policies remain in effect while telecommuting.

### **PROCEDURES:**

#### **A. Voluntary Participation**

The Employee recognizes that a temporary assignment to work remotely under the terms and conditions of this policy is voluntary. The assignment of qualified staff members to work remotely is a strategy that may be implemented to maintain the continuity of District operations and to reduce the

risk of infection for all staff members. The assignment to work remotely is temporary and should not be considered an entitlement.

**B. Temporary Assignment**

The Employee and District agree that the Supervisor will monitor and evaluate the effectiveness of the arrangement. This agreement will be in effect while the Governor's recommendation to allow employees to work remotely in response to COVID-19 Pandemic or for as long as the District deems necessary. For the duration of this temporary assignment the Employee is required to provide the District with a phone number where they can be reached throughout the workday. The policy prohibiting use of personal phones for District business will not apply under this agreement; however, business conducted using a personal phone is subject to public disclosure. By using a personal phone, the Employee agrees to maintain all records created using the personal phone, subject to records retention rules, and to provide records from the personal phone in the event of a Public Records Request. The District has the ability to forward desk phones to your designated number.

**C. Job Responsibilities**

The Employee and District agree that a telecommuting arrangement is not a basis for changing an Employee's basic terms, expectations and conditions of employment including, but not limited to, salary and benefits. The Employee must test the VPN connection and all software needed onsite at the District before attempting to work at their Designated Alternative Work Site. Availability of technical support and troubleshooting is limited to telephonic support. If, at any time, remote use of equipment or network connectivity is unavailable, the Employee becomes ineligible for telecommuting and may have to return to their regular worksite.

**D. Temporary Work Station and Designated Alternative Work Site**

The District and the Employee agree that the Employee's District work site will remain the Employee's official duty station. The Designated Alternative Work Site must already be equipped with a working internet connection of sufficient speed to perform necessary work functions. The Employee must have adequate technical ability to connect their District computer to the available internet connection and troubleshoot that connection.

**E. Work Area**

The Employee agrees to provide and maintain a safe work area adequate for performance of official duties.

**F. Alternative Site Costs**

The Employee understands that the District will not be responsible for any operating costs associated with the Employee using his or her home as an Alternative Site; for example, home maintenance, insurance, telephone, internet, or utilities expenses. The Employee understands he or she does not relinquish any entitlement to reimbursement for authorized expenses incurred while conducting business for the District, as provided for by statute and regulations.

**G. Official Duties**

Unless otherwise instructed, the Employee agrees to perform official duties only at the regular official duty office or District-approved Alternative Site. The employee agrees that all paid hours of work will be exclusive of personal business and activities, such as caring for dependents, performing household duties, or making home repairs.

#### H. **Work Schedule**

The District and the Employee agree the Employee's official work schedule will be as agreed upon by the employee and the supervisor. Changes to the schedule will be submitted to, and approved by the supervisor, with a superseding form forwarded to the Human Resources Office. The Employee acknowledges that there may be times when the Employee will be requested to come into the office on telecommuting days when the nature of the work department's workload requires it – see Appendix A of this policy for Telecommuting Form.

#### I. **Time and Attendance**

Employees assume the responsibility to document their work hours using *DailyTimeSheet* or *WeeklyTimeSheet*. All employees will work with their managers to create their schedule while telecommuting. In accordance with existing policy, employees will not exceed their normal work week without prior managerial approval.

#### J. **Work Assignments/Performance**

The Employee agrees to complete all assigned work according to procedures mutually agreed upon by the Employee and the Supervisor. The Employee agrees to provide regular reports if required by the Supervisor in order to help measure performance. The Employee understands that a decline in performance may be grounds for canceling the telecommuting arrangement.

#### K. **Equipment/Supplies**

The Employee agrees to protect any District-owned equipment and to use the equipment only for official purposes. Use of such equipment by household members or anyone else is prohibited. Any equipment provided to the Employee must be returned, upon request of the District, in clean good working order in which it was issued. The District agrees to provide the Employee with all office supplies necessary to complete the assigned work tasks. The Employee is prohibited from:

- Installing District software on non-District devices, including, but not limited to:
  - VPN Client
  - District Email
  - Microsoft Office 365 applications
- Accessing District resources from personally owned devices
- Storing District data or records on non-District devices
- Connecting District devices to personally owned printers

Data stored, uploaded, or recorded in temporary tools may be deleted at the end of the temporary assignment. In accordance with existing policy, employees have no expectation of privacy for any information stored, transmitted, or accessed via District technology and resources.

#### L. **Security**

If the Employee is using District-owned equipment (laptop computer, desktop, computer, printer, cell phone, etc.), this equipment must be properly maintained and protected from damage, theft, or cyber-attack. This may include ensuring that electrical outlets are properly grounded, that computer equipment is protected with a power surge protector, and practicing cyber safety. The Employee is responsible for the proper use of District-owned equipment and supplies. Further, the Employee assumes responsibility for the loss of District-provided equipment and damage that results from negligent use or handling.

**M. Liability**

The Employee understands that the District will not be liable for damages to the Employee's personal or real property while the Employee is working at the approved Alternative Site. Any damage to district-owned equipment not due to normal wear and tear may be the responsibility of the Employee.

**N. Injury Compensation**

The Employee understands that Worker's Compensation liability is limited to injuries directly resulting from your work and only if the injury occurs at the Employee's designated Alternative Site or regular Work Station. The District's Human Resources Office will handle claims according to current Worker's Compensation claims procedures. The Employee agrees to notify the Supervisor immediately of any accident or injury that occurs at the Alternative Site and to complete any forms required by the District and State of Washington. The supervisor agrees to investigate such a report immediately.

**O. Confidential Materials**

Confidential materials will not be taken home by the Employee unless proper security measures are provided for at home and only with the prior approval of the Employee's Supervisor. Disposal of confidential materials is to be completed only at the District's facilities. The Employee agrees to protect District records from unauthorized disclosure or damage and will comply with state, federal and District records requirements.

**P. Cancellation**

The Employee understands that the District may cancel the telecommuting arrangement or discontinue the Telecommuting Program at any time at the sole discretion of the District and instruct the Employee to work at the regular Duty Station. If the Employee chooses not to return to the regular Duty Station, the District will consider this to be a voluntary resignation and it will be treated as such under the District's standard policies.

**Q. Other Action**

Nothing in the Agreement precludes the District from taking any appropriate disciplinary or adverse action against an employee who fails to comply with the provisions of this agreement or District policies and procedures.

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

Supervisor Signature \_\_\_\_\_ Date \_\_\_\_\_

General Manager Signature \_\_\_\_\_ Date \_\_\_\_\_

Distribution: Original - Employee Personnel File

cc: Employee  
Supervisor  
Payroll Office

**District equipment used for Teleworking:**

*(Include ID numbers, telephone numbers, serial numbers, as appropriate)*

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_
7. \_\_\_\_\_
8. \_\_\_\_\_

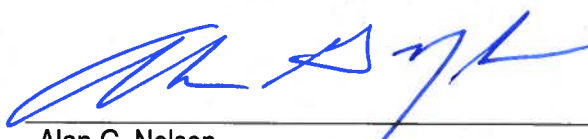
**REFERENCES:**

NUD Pandemic Policy

**AUTHORIZATION:**

Ratified by the Board of Commissioners on \_\_\_\_\_, 2020.

\_\_\_\_\_  
Thomas D. Mortimer  
President, Board of Commissioners  
Date Signed: \_\_\_\_\_

  
\_\_\_\_\_  
Alan G. Nelson  
General Manager  
Date Signed: 3/19/2020

## APPENDIX A



### Temporary COVID-19 Telecommuting Form

Employee Name: \_\_\_\_\_ Title: \_\_\_\_\_

Home Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Telecommuting Start Date: \_\_\_\_\_ End Date: \_\_\_\_\_

#### PROPOSED WORK SCHEDULE

W O R K	Monday - Hrs:	Tuesday - Hrs:	Wednesday - Hrs:	Thursday - Hrs:	Friday - Hrs:
H O M E	Monday - Hrs:	Tuesday - Hrs:	Wednesday - Hrs:	Thursday - Hrs:	Friday - Hrs:

Employees must designate a work space at home which must be maintained in a safe, hazard-free condition. Any accident must be brought to the immediate attention of the supervisor.

Please answer the following questions:

1. Describe the type of work and specific tasks you propose to complete at home:

2. How will performance be assessed and productivity measured for work completed at home?

I have read the Northshore Utility District's Telecommuting Policy and my supervisor and I agree that I have met all eligibility criteria and requirements. I agree to abide by all of the participation guidelines outlined in the Telecommuting policy document.

\_\_\_\_\_

\_\_\_\_\_

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

Supervisor/Director Signature \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_

General Manager Signature \_\_\_\_\_ Date \_\_\_\_\_