

CITY OF TUMWATER EMERGENCY REMOTE WORK

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01 Purpose

To define the remote working (or teleworking) program and the guidelines and rules under which it will operate. This policy applies to all departments and is effective for the duration of the emergency orders.

02 Definitions

“Remote working.” A work arrangement where the employee works from home or another remote work site away from the primary traditional work place. Also known as “remote working.”

03 Policy

It is the policy of the City of Tumwater to provide for the use of remote working as a work option in an emergency or under unusual circumstances. This would include, but is not limited to situations in which the Mayor or City Administrator must close City facilities that employees work at due to a: 1) serious public health hazard, 2) natural disaster and/or, 3) a serious significant safety condition in the workplace that impacts City operations.

Additionally, remote working must be feasible for the employee to perform some or all of their essential work functions through remote capability (such as by phone or computer).

Remote working does not change salaries, benefits, job responsibilities, combination leave, major medical leave or any other basic terms of employment.

Remote working is only feasible for those tasks within a job, which are amenable to being performed away from the regular office. Selection of employees shall not be arbitrary, but shall be based on the ability for the employee to be able to perform essential functions of work remotely through telework. Selection may be based upon reasonable accommodation provisions for employees with disabilities. Final selection decisions shall be at the sole discretion of the City Administrator.

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At the discretion of the Mayor or City Administrator, the following employees will be eligible for remote working whenever feasible, provided City equipment and resources (such as laptops and/or through VPN accounts) are available and the employee is physically able to perform the functions of their position via remote or telework:

- A. Those individuals who have a confirmed exposure to a CDC or County Health Department recognized serious public health condition
- B. Those with compromised immune systems
- C. Those that have family members with compromised immune systems with whom they are exposed to
- D. Those who have children and are impacted by daycare and/or school closures such that they are not able to be at work to provide care for their children
- E. Those that are identified as “essential” personnel to the continuity of the business operations of the City and are able to work remotely
- F. Those employees the Mayor or City Administrator deem as eligible

It is expected that the above reference remote workers who are able to physically perform the essential functions of their work during an emergency situation or unusual circumstance will perform their work remotely. Remote workers need to be available by phone and regular contact with supervisors and co-workers. Once approved, the supervisor will work out a remote work schedule with the employee for the workweek.

The department director, in accordance with those personnel policies must authorize overtime and compensatory time off if still applicable (such as with a callback or callout situation).

As with any work schedule, changes in work schedules may be made to meet management needs or to accommodate an employee’s request and shall be at the discretion of the department director.

Leave policies apply to any instance where the remote worker does not perform work either at the workplace or at the alternative workplace as scheduled.

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04 Equipment and Software

Equipment. If use of a computer is required, at the start of remote working, the City shall provide the remote worker with a laptop computer, if available, or the remote worker may, at his or her discretion, use personal computer equipment.

Owner. Any software purchased by the City to assist the remote worker shall remain the property of the City and the remote worker shall comply with City policies. Employees should pay special attention to public records laws and Information Technology Use operating policy. Installation of software on City computers shall be performed by or under supervision by the City's IT staff.

Network Connections. Remote workers connecting their own personal computer equipment to City equipment must obtain advance approval and must follow instructions provided by the City. Changes to a personal computer or the City's laptop that results in an incompatible or unsupported PC configuration are not allowed. Remote workers must immediately notify their department director of any changes that may negatively affect City equipment. The remote worker must take adequate measures to protect against computer viruses, including scanning any disks for viruses prior to using.

Maintenance, Repair and Replacement. In the event of equipment or software malfunction, the remote worker must notify his/her department director immediately. The City will not provide onsite assistance at the alternative workplace, but may be able to provide troubleshooting assistance over the telephone. If repairs will take some time, the remote worker may be asked to report to the regular office or worksite until the equipment is usable.

Repairs to remote worker owned equipment shall be the responsibility of the remote worker. If necessary equipment belonging to the remote worker is stolen or malfunctions and the remote worker determines not to replace or repair the equipment, the remote working agreement shall be terminated. The City must be notified if any City owned equipment is stolen or malfunctions.

Confidential and Sensitive Information. Remote workers shall adhere to all laws, policies, regulations and procedures regarding security and confidentiality for the computer, its data and information and any other information handled in the course of work. Remote workers must protect confidential information and irreplaceable documents.

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Alternate Workplace Environment. Alternate workplaces must be clean and free of safety hazards. The alternate workplace must be in compliance with all building codes. The facility must be free of hazardous materials. The remote worker is responsible for ensuring his or her alternate workplace complies with these health and safety requirements. Department directors may deny an employee the opportunity to remote work or may rescind a remote working agreement based on safety of the alternate workplace. Department directors may also have the alternate workplace inspected for compliance with health and safety requirements. Inspections will be by appointment only.

- A. If a remote worker incurs a work-related injury while remote working, worker's compensation law and policies apply. In the case of such injury, remote workers must notify their supervisors immediately and complete all necessary and/or management requested documents regarding the injury.
- B. The opportunity to participate in the remote working program is offered with the understanding that it is the remote worker's responsibility to ensure a proper work environment is maintained and to continue to provide essential services to the City of Tumwater.

05 Termination

Termination of Remote working Agreement. The remote worker's department director may terminate the City's Remote working Agreement for any reason, at any time, without prior written notice to the employee(s).

Termination of Individual Remote Worker's Participation in Program. Because participation in remote working is a bilateral voluntary agreement, the department director or remote worker may terminate an individual remote worker's participation in the program, without cause, at any time, without prior written notice. Termination of a remote worker's participation for misconduct or poor performance may be immediate and does not require advance written notice.

Remote working opportunities are based upon program requirements and work available as determined by management.

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Remote Worker Agreement and Department Director Policy Checklist. The Remote Worker Agreement documents the mandatory policies in effect and any other understandings between the supervisor and the remote worker. This Agreement must be signed by both the remote worker and the department director prior to the start of remote working. The Department Director’s Policy Checklist provides a way to verify that all essential parts of the start-up of a remote working arrangement with an employee have been covered prior to the actual start of remote working.

**City of Tumwater
Remote Work Agreement**

Name of Employee _____ **Supervisor** _____

Employee’s Title _____ **Supervisor’s Title** _____

Department _____

The City of Tumwater and the undersigned employee, hereinafter referred to as “remote worker”, agree as follows:

Workplace Health and Safety

The remote worker represents that the alternate workplace has adequate light, heat, ventilation, electrical service and other conditions that make a safe and healthful work environment. The remote worker shall maintain the alternate workplace in a safe and healthful condition including proper ergonomics.

The remote worker shall act in a responsible manner to avoid injury. The remote worker understands that failure to take proper health and safety precautions in the alternate workplace may result in termination of the Remote Work Agreement and/or disciplinary action.

Inspection

The supervisor or the supervisor’s delegate *may* inspect the remote worker’s alternate workplace for safe conditions or to repair, maintain or inspect City equipment with two (2) days advance notice.

Calling In

The remote worker must call in to the remote worker's voice mail at the regular office or to the remote worker’s supervisor at least daily.

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Equipment

The remote worker is responsible for the modification, repair and maintenance of any personal equipment-

The remote worker shall only use properly licensed software for City business.

The remote worker is advised to consult with the employee's homeowner's or renter's insurance policy agent regarding the coverage for the employee's personal equipment used for business to ensure coverage is adequate. (The remote worker is to pay for this expense, if any.)

Office Supplies, Postage, Faxing & Copying

The remote worker shall obtain any office supplies, postage, faxing services or copying as authorized.

Other Expenses

The City will only pay for a claimed expense which has been separately and expressly pre-approved.

Confidential Information

The remote worker agrees to carry out the steps needed for good information security in the alternate workplace. The remote worker agrees to check with his/her supervisor when security matters are at issue.

No documents or computer information may be removed from the regular office without the Department Director's approval.

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Policies

The remote worker will follow all laws and City policies, including those public records and Information Technology Use operating policy.

Remote Worker Days/Hours

Must be agreed upon between the remote worker and the supervisor.

Scheduled remote work days during emergency order:

Monday Tuesday Wednesday Thursday Friday Saturday Sunday

The hours the remote worker will work at the alternate workplace shall be as follows:

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Remote workers must be available by phone or through other electronic communication during the core business hours of _____ to _____.

Use of combination leave, major medical leave or other time off must be approved in advance by the supervisor. Accrual of overtime or compensatory, if applicable, time must be approved in advance by the supervisor.

Termination

Both the department director and the remote worker understand that remote working is a bilateral voluntary option and can be discontinued at either party's request. Unless terminated through other means, this agreement is in effect through the duration of the City of Tumwater COVID-19 emergency orders.

I have been given a copy of the City of Tumwater Remote Work Policy, have read it and all my questions have been answered.

Signatures below signifies agreement with the provisions of this document and with the City of Tumwater Remote Work Policy.

Department Director Date

Remote worker Date

Supervisor Date

**CITY OF TUMWATER
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City of Tumwater
Department Director/Supervisor/Remote Worker Policy Checklist

Name of Remote Worker _____

Name of Department Director _____

Completed	Date
1. Remote worker has read the orientation documents and the City's Emergency Remote Work Policy.	_____
2. Remote worker has been provided with a schedule of core hours or guidelines for flexing work hours.	_____
3. Equipment issued by the City is documented. Equipment is to be used only for City work and remains the property of the City. At the end of the agreement, it is to be returned to the City.	_____
4. Performance expectations have been discussed and are clearly understood. Assignments and due dates are documented.	_____
5. Requirements for adequate and safe office space at the alternate workplace have been reviewed with the remote worker and the remote worker certifies that those requirements have been met.	_____
6. Requirements for care of assigned City equipment have been discussed with the remote worker and are clearly understood.	_____
7. The remote worker understands all steps that need to be taken to provide for computer information security and will ensure that they are taken.	_____
8. Phone contact procedures have been clearly defined and any affected support staff have received necessary training.	_____
9. The remote worker has read and signed the Remote Work Agreement.	_____

EMERGENCY PAID ADMINISTRATIVE LEAVE FOR COVID-19

APPROVAL FORM

This emergency paid administrative leave bank will be available to all employees meeting specific 2019 Novel Coronavirus (COVID-19) related conditions. To request leave on the basis of the Emergency Paid Administrative Leave for COVID-19, please complete the form, have your supervisor sign it and submit it to Human Resources. *Leave bank maximum is fourteen (14) consecutive calendar days from the triggering event, in the amount equivalent to cover the employee's normal work schedule.*

Employee Name (*print clearly*): _____

Requested Leave Start Date: _____ **Estimated End Date:** _____

The reason for this Paid Administrative leave request is (*select the most appropriate box*):

- I have tested positive for COVID-19 and am required to quarantine.
 - I have to care for a family member who has tested positive for the COVID-19 virus and am required to quarantine.
 - I have been exposed to a confirmed exposure to COVID-19 and I am feeling ill or showing symptoms.
 - I have been ordered to quarantine by a health professional.
 - I need to care for my children due to a school or childcare closure.
 - Due to another medical condition, I am at high risk for serious illness from COVID-19
 - Other: _____
-

I certify that all information contained on this form is true and accurate.

Employee Signature: _____ Date: _____

Supervisor Signature: _____ Date: _____

Return to Human Resources.

For HR use ONLY: Date received: _____ Approved/Disapproved: _____