

Resolution No.

RESOLUTION NO. 2021-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FONTANA ADOPTING THE NEW TELEWORK POLICY AND TELEWORK AGREEMENT TO THE ADMINISTRATIVE POLICY AND PROCEDURES

WHEREAS, the City Council of the City of Fontana has adopted the Administration Policy and Procedures; and

WHEREAS, the Administration Policy and Procedures is not a static plan and requires revision to reflect organizational changes and needs.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Fontana, to adopt the new Telework Policy and Telework Agreement.

EFFECTIVE DATE: October 13, 2021

APPROVED AND ADOPTED this 12th day of October 2021

READ AND APPROVED AS TO LEGAL FORM:

City Attorney

I, Tonia Lewis, City Clerk of the City of Fontana, California, and Ex-Officio Clerk of the City Council, do hereby certify that the foregoing resolution is the actual resolution duly and regularly adopted by the City Council at a regular meeting thereof, held on the 12th day of October 2021, by the following vote to wit:

AYES:

NOES:

ABSENT:

City Clerk of the City of Fontana

Resolution No.

Mayor of the City of Fontana

ATTEST:

City Clerk

City of Fontana
POLICY AND PROCEDURES

Subject:	CITY TELEWORKING POLICY	Page 1 of 6	Section 20-46
		Effective Date 10/13/2021	Issued Date 10/13/2021

I. PURPOSE

City of Fontana (“City”) employees are generally required to work from their assigned City work locations. However, at the request of the employees, the City may allow certain job positions to telework at the City’s sole discretion. Teleworking is a work arrangement that allows a City employee to perform work, during any part of regular, paid hours, at an approved alternative worksite (either primary residence or telework center) and does not include any part of work done while on official travel or mobile work. A “telework center” is a commercial location that is permitted specifically to provide shared workspaces/workstations to be rented by remote employees or anyone who may not have a central office, which provides one space per one individual, and which is not funded by the City. Teleworking may be combined with or also require working from a regular job site. Not all employees and job positions are eligible and/or are appropriate for teleworking. Because fulfillment of the City’s operational needs is primary, the right to telework is never guaranteed. Teleworking does not change the terms or conditions of employment with the City or result in the creation of any additional benefits or rights. Denial of a request to telework may be appealed to the City Manager or City Manager designee, whose decision will be final.¹

II. ELIGIBILITY:

Not every City position will be eligible to telework. Each position must be identified as teleworking capable which will be determined if the essential functions of the position are successfully achievable through telework and indicate the maximum amount of time that a position may be allowed to telework. These positions will be reviewed annually in June and revised as appropriate. Reasons for revisions may include but are not limited to the addition of new positions, elimination of positions, reclassification of positions, and changing job duties for a position.

Before entering into and continuing throughout a telework agreement, the employee and their Manager/Supervisor, with the assistance of Human Resources, will evaluate the suitability of such an arrangement by reviewing the following areas:

Job responsibilities. The employee and their Manager/Supervisor will discuss the job responsibilities based on the employee’s current job duties to determine if operational needs will accommodate a telework arrangement. A position may not be eligible if operational needs require:

- 1) frequent, onsite, immediate face-to-face interaction, or
- 2) physical access to onsite equipment, city locations or onsite confidential documents.

¹ This policy is separate from any other policies/obligations of the City to consider/provide telework opportunities as reasonable accommodations.

City of Fontana
POLICY AND PROCEDURES

Subject:	CITY TELEWORKING POLICY	Page 2 of 6	Section 20-46
		Effective Date 10/13/2021	Issued Date 10/13/2021

Employee suitability. The employee and their Manager/Supervisor will assess suitability based on whether or not the employee:

- 1) has successfully completed their probationary period in the position in which they seek to telework;
- 2) is on a performance improvement plan (PIP) or has a final disciplinary action in the last 12 months. Employees on a PIP or with disciplinary actions in the last twelve (12) months will not be eligible to enter into a Telework Agreement. Employees who are placed on a PIP or have a final disciplinary action after they have started teleworking will cease being eligible for telework and will have their Telework Agreement canceled;
- 3) has or will have arranged for child/dependent care as necessary for the hours in which the employee works from home, if necessary;
- 4) has or will have the physical workspace and the appropriate equipment for telecommuting;
- 5) can agree with their manager on a telework schedule that meets City operational needs;
- 6) will sign the City's Telework Agreement

While the Telework Position Eligibility List will designate the maximum amount of time that a position may be allowed to telework, the position's Manager/Supervisor, in consultation with Human Resources, will determine the actual amount of time that the position will be allowed to telework (up to the maximum designated in the Telework Position Eligibility list) based on the operational needs of the City. Exceptions may be made to facilitate emergency situations, such as a pandemic event, as determined by the City Manager.

No employee engaged in teleworking will be allowed to conduct in-person face-to-face business on behalf of the City in their home or alternate work location.

The employee must be reasonably accessible to all City staff via phone, video conferencing, instant messaging, or email during their scheduled shift, as they would be if they were working at their regular City work site. Employees who are not meeting performance expectations or are not responsive during their scheduled shift, to the same extent that they would be if they were working at their regular City worksite, may have their Telework Agreement rescinded immediately.

The City is not required to provide telecommuting employees with materials or supplies needed to establish an alternate worksite (desk, chair, cell phone, fax, copier, etc.), and assumes no responsibility for set-up or operating costs at an alternate worksite (telephone or internet services, etc.) except as provided in Technology Stipend. Therefore, employees should ensure that they are equipped to work remotely at the time of the request.

City of Fontana
POLICY AND PROCEDURES

Subject:	CITY TELEWORKING POLICY	Page 3 of 6	Section 20-46
		Effective Date 10/13/2021	Issued Date 10/13/2021

III. TELEWORKING PROCEDURES

An Employee in good standing who wishes to telework is required to request approval from their Manager. Managers will set work standards, expectations

and regularly scheduled work hours (to the extent that there is any departure from normal work standards, expectations and work hours) with employees and these will be reviewed annually or as necessary once a teleworking schedule is approved. Employees shall be authorized to telework 50% of their work time per week, unless an exception is made by their supervisor. Employees will be notified within two (2) weeks after the submittal of their request if it has been approved or denied and the reasons for the denial, or if additional time is needed for a determination to be made.

All City employees who are approved to telework, must sign the City's Telework Agreement (Attachment A), to be maintained in the employee's personnel file. All City policies continue to apply to teleworking employees. Employees should continue to perform their regular job responsibilities and obligations and abide by the terms and conditions of employment while teleworking. Employee advancement and opportunities, regardless of teleworking or working on-site, is based on employee performance, the evaluation of which will be based on the same standards and will not change depending on the employee's work location. To the extent any of the employee's responsibilities or obligations are changed or modified as a result of teleworking, such change or modification shall be documented in writing and will last only for the duration of the teleworking period.

The time spent teleworking should be focused on work and free from personal distractions in a way that allows the employee to successfully meet performance expectations. A teleworking employee must be reasonably available via telephone, email, instant messaging, and video web conferencing during working hours, and to return to their assigned City worksite should operational needs require the employee to work at an onsite location.

The City will indemnify employees who have voluntarily requested the ability to telework, as required by law.

All City rules regarding the use of computers, accessing City infrastructure, and the internet for City business apply while an employee is teleworking, regardless of whether the employee is using City-provided or personal equipment.

The Manager/Supervisor may deny, end, or modify a Telework Agreement at any time by providing a written notice to the employee. The Manager/Supervisor will also explain the basis for the decision to the employee. A notice to end teleworking shall provide two weeks' notice of the date the employee is expected to return to their assigned work location. However, should the City find that circumstances justify the need for the immediate termination of a Telework Agreement and

City of Fontana
POLICY AND PROCEDURES

Subject:	CITY TELEWORKING POLICY	Page 4 of 6	Section 20-46
		Effective Date 10/13/2021	Issued Date 10/13/2021

requirement that the employee report to their assigned work location, the City may do so, and the employee is required to follow the City's instructions in that regard. Decisions regarding this policy are not subject to any grievance process.

IV. WORK HOURS

All teleworking employees, both exempt and non-exempt, must report time spent working. If the employee is not performing work duties during scheduled teleworking hours, they must request time off as required in the MOU/COU or City Administrative Regulations. Non-exempt employees must receive authorization to work overtime from their supervisor, and all employees must obtain approval to use leave accruals, and any other paid leave in accordance with the operable Memorandum of Understanding (MOU), Confirmation of Understanding (COU) and City Administrative Regulations.

V. WORKSITE AND EQUIPMENT

Teleworking employees must designate a work location and area suitable for performing City business in their primary residence or in a telework center, in an environment that allows them to perform their duties safely, efficiently, and confidentially. Maintenance of a designated workspace is required not only to ensure the safety, confidentiality and ability to retrieve City property, but to fulfill all obligations to ensure safe working conditions for the employee. The City is not responsible for damage to an employee's personal equipment or property while the employee is teleworking.

The City will provide specific equipment, tools, and technology for the employee to perform their essential duties at the telework site based on the needs of the position. The City will be responsible for maintenance and support of the City equipment to the same extent that it would if the equipment were at a regular City work location. The City will generally provide the use of a computer (typically a laptop), a monitor (if necessary, to review plans or large spreadsheets) and standard City software and applications for approved teleworkers as specified in the Telework Agreements and subject to the availability of existing City equipment, software and/or applications. The equipment is not to be used by anyone other than the employee or for any purpose other than City business, unless otherwise specifically allowed by the Electronic Communications, Voicemail, Internet, Intranet and Network Usage Administrative Regulation. An equipment list of City-provided equipment shall be compiled and submitted with the approved Telework Agreement. The employee is responsible for promptly returning City-owned equipment on completion of their teleworking assignment.

The employee is responsible for the purchase and maintenance of, or securing access to, all other necessary teleworking equipment, such as a fax machine, telephone, high speed internet access and

City of Fontana
POLICY AND PROCEDURES

Subject:	CITY TELEWORKING POLICY	Page 5 of 6	Section 20-46
		Effective Date 10/13/2021	Issued Date 10/13/2021

printer. If the City does not provide the needed equipment, software, supplies, or support, and the employee does not have them, the employee will not be eligible to telework.

A teleworking employee must protect City documents, equipment, software, and supplies from possible theft, damage, and loss. The teleworking employee may be responsible for the replacement or repair of City equipment, software, or supplies as allowed by law. However, the City will not seek reimbursement for damaged, lost or stolen equipment unless the employee engaged in gross negligence. The City is only responsible for supporting City-authorized computers, software, and data.

The use of equipment, software, or data supplies when supplied by the City for use at the remote work location is limited to authorized personnel and for purposes relating to City work. Office supplies will be provided by the City as needed; however, supplies will not be delivered to an employee's telework location. The employee must determine any tax or legal implications under IRS, state and local government laws, and/or restrictions of working out of a home-based office. Responsibility for fulfilling all obligations in this area rests solely with the employee.

VI. SAFE WORKSPACES

Teleworking employees are expected to maintain their home workspace in a safe manner, free from safety hazards. Injuries sustained by the employee in a home office location and in conjunction with their regular work duties are covered by the City's workers' compensation policy, as they would normally be covered at a City worksite. Teleworking employees are responsible for reporting every on-duty injury, at the time of occurrence. All employees are required to report work related injuries or illnesses to their supervisor immediately. Supervisors are required to notify Human Resources within 24 hours of notification of the on-duty injury. The employee is liable for any injuries sustained at their home worksite and outside of the scope of performing their regular work duties and for any injuries sustained by visitors to their home worksite.

VII. SECURITY OF CONFIDENTIAL INFORMATION

Use of the computer software provided by the City for a teleworker will be restricted for purposes related to City business only or in accordance with City policy. In addition to the technology security measures provided by the City (e.g., virtual private network software, antivirus software, network firewalls), the employee must safeguard against the disclosure, loss, or destruction of City equipment, files, information and authorized access to any City systems. Employees are not allowed to store City data on equipment or storage services other than what is provide by the City (OneDrive, Teams, SharePoint, City network drives, City laptops hard drives). All files and information are the property of the City and must be stored and transferred regularly to City network drives or City cloud services for backup. Upon termination of the Telework Agreement or separation from the City, the employee is responsible for returning all-City equipment and

City of Fontana
POLICY AND PROCEDURES

Subject:	CITY TELEWORKING POLICY	Page 6 of 6	Section 20-46
		Effective Date 10/13/2021	Issued Date 10/13/2021

documents within five (5) business days. The employee is subject to all City policies regarding records retention and data security while teleworking.

The California Public Records Act regarding public information and public records apply to teleworking employees. Public records include any writing containing information relating to the conduct of the public's business prepared, owned, used, or retained by the City regardless of physical form or characteristic. If the City receives a Public Records Act request (subject to certain exceptions), a teleworking employee must permit inspection and examination of any public record or public information in the employee's possession. This is required regardless of where the public record is located, such as a personal computer or personal mobile device.

All City records shall be retained pursuant to applicable laws, regulations, City policies, and Record Retention Schedules.

VIII. ATTACHMENT

Attachment A: Telework Agreement

CITY OF FONTANA TELEWORK AGREEMENT POLICY

Employee Name:	
Employee ID:	
Job Title:	
Division/Department:	
Manager/Supervisor:	
Date Submitted:	

I have reviewed and understand these telework requirements for the City of Fontana (“City”). I agree to abide by these requirements while teleworking in accordance with the Telework Policy Agreement.

PRODUCTIVITY

- For the duration of this approved Telework Agreement, I will be reasonably available via telephone, email, instant messaging and web conferencing calls during my agreed upon work schedule. I will regularly communicate with my Manager/Supervisor and coworkers to maintain close communication and standards of professionalism while teleworking, including but not limited to:
 - Notifying my Manager/Supervisor of any change in my authorized telework schedule
 - Be available to my Manager/Supervisor and coworkers by telephone and email during working hours
 - Return calls and emails in a timely manner
 - Maintain any required communication with my Manager/Supervisor – such as daily contact
 - Have office calls forwarded to the remote site
 - Answer the telephone professionally during working hours
- For the duration of this approved Telework Agreement and schedule, I will address, and complete work tasks as assigned by my Manager/Supervisor; these work assignments are at the discretion of my Manager/Supervisor and are subject to change.
- With reasonable notice, I will report to my regular City work location as necessary upon directive from my Manager/Supervisor.
- I will virtually attend or participate in person when requested, meetings, trainings, and other functions at my regular City work location or off-site when required. Video capability is encouraged but not required.
- I understand that all City policies apply. Failure to adhere to any of the requirements of my employment, including, without limitation, any requirements associated with this

Telework Agreement may result in disciplinary action up to and including termination of employment

- I will not disclose confidential files, records, materials, or information while teleworking. I will not allow access to City networks or databases to anyone who is not authorized. Access to such records and data systems are provided solely for the purpose of performing my job functions.
- I recognize that the work I conduct while teleworking remains the property of the City and subject to applicable regulations, including the California Public Records Act.
- I will make arrangements for regular dependent care and understand that teleworking is not a substitute for dependent care. In exceptional circumstances, such as a pandemic, exceptions may be made for employees with caregiving responsibilities and as required by law.
- At no time will I ask for other City employees to complete any of my job tasks or assignments due to my telework.

WORK LOCATION

- I understand that telework must occur, and City documents must be kept, at my primary residence or a telework center, which is designated below.
- Should I need to temporarily (i.e., one (1) day or less) telework in a location other than the location designated below, I will notify my Manager/Supervisor by email. Should I need to telework in a location other than the location designated below for a period longer than one (1) day, I will obtain written approval from my Manager/Supervisor.

SAFETY

- I will keep all City property in a secure place at all times. I will not leave City property unattended. I will immediately report any loss of City property to my Manager/Supervisor.
- Any job-related injuries or illnesses that I experience at home or alternate work location must be reported to my Manager/Supervisor and to Human Resources as soon as practicable.

TIMEKEEPING

- I will record all hours worked and meal periods taken in accordance with regular timekeeping practices and will track all hours worked using the City provided tracking process. I will submit the completed timesheets. Work hours are subject to Manager/Supervisor review and verification.
- Non-exempt employees will obtain Manager/Supervisor approval prior to working unscheduled overtime hours.
- I will contact my Manager/Supervisor for assistance with any timekeeping questions.
- Non-exempt employees will only access City systems during my scheduled work hours as approved and only for official City business.

EQUIPMENT:

- The City will provide and support the following equipment (employee initial each item to confirm receipt):
 - _____
 - _____
 - _____
 - _____
 - _____
- I agree that City equipment will not be used by anyone other than me and only for business-related work, unless otherwise specifically allowed by the Electronic Communications, Voicemail, Internet, Intranet and Network Usage Administrative Regulation. I will not make any changes to security or administrative settings on City equipment. I understand that all tools and resources provided by the City shall remain the property of the City at all times.
- I agree to protect City tools and resources from theft or damage and to report theft or damage to my Manager/Supervisor immediately.
- I agree to comply with City policies and expectations regarding information security. I will be expected to ensure the protection of proprietary City and constituent information accessible from my primary residence or telework center.
- I agree to return all City equipment and documents within five business days of termination of employment.

EMPLOYMENT:

- I understand that all terms and conditions of employment with the City remain unchanged, except those specifically addressed in this Telework Agreement.
- I understand that the City retains the right to cancel or modify this agreement on a temporary or permanent basis, but that such action will not be taken unreasonably. I understand that because fulfillment of the City's operational needs is primary, the right to telework is never guaranteed. I understand that if I am granted the ability to telework, it does not change the terms or conditions of my employment with the City or result in the creation of any additional benefits or rights, and that decisions regarding telework are not subject to any grievance process.

My primary residence/telework center location is _____

My requested telework hours are: ____ (% or number of hours) per month, which does not exceed the allowable percentage/hours for my position.

Employee Signature: _____ Date: _____

Manager/Supervisor: Approved ☐ or Denied ☐ (If Denied, please provide reason below)

Reason for Denial: _____

Manager/Supervisor Signature: _____ Date: _____

Human Resources Signature: _____ Date: _____