

AGENDA ITEM 1 G  
Consent Item

**MEMORANDUM**

**DATE:** May 7, 2020

**TO:** El Dorado County Transit Authority

**FROM:** Maria Harris, Human Resources Manager

**SUBJECT:** Incorporate the Telecommute Policy into the El Dorado County Transit Authority Personnel Policies and Procedures Manual

**REQUESTED ACTION:**

**BY MOTION,**

1. Approve the update to the Adopted El Dorado County Transit Authority Personnel Policies and Procedures Manual
2. Adopt Resolution No. 20-15 Telecommute Policy

**BACKGROUND**

One of El Dorado County Transit Authority's key governance policies is the El Dorado County Transit Authority Personnel Policy and Procedures Manual (Policy). The last revision to the Policy was on February 6, 2020.

In reviewing the Policy, staff determined an update was needed to include a Telecommute Policy for flexibility in providing a viable work option that, when appropriately applied, benefits the needs of El Dorado Transit and the employee.

The proposed Policy has been developed to be consistent with all federal and state laws in addition to consideration of the mission of El Dorado Transit to provide effective public transit services.

**DISCUSSION**

Telecommuting is defined as an alternate work mode in which the employee works in a designated area outside their principal work location.

El Dorado Transit considers the Telecommute policy as a new benefit that will provide a balanced and cost-effective work alternative for employees.

Examples of benefits include:

- Ability to function during an emergency when the principal work location is inaccessible

- Ability to sustain essential functions during a public health emergency requiring social distancing and/or quarantine
- Reduced employee commute time and costs
- Decreased energy consumption, air pollution, traffic, and parking congestion
- Increased productivity, improved employee morale and job satisfaction
- Reduced absenteeism and turnover

The draft policy addition to the El Dorado County Transit Authority Personnel Policies and Procedures Manual is presented for consideration.

**FISCAL IMPACT**

Indirectly, El Dorado Transit could realize savings in reduced employee absenteeism, reduced turnover, and a reduced need for additional office space.

# EL DORADO COUNTY TRANSIT AUTHORITY

## TELECOMMUTE POLICY

---

### **Purpose**

The purpose of the Telecommute Policy (“Policy”) is to ensure that essential El Dorado Transit (“Transit”) functions continue to be performed at an alternative location during normal operation or during an emergency situation. Transit will implement this Policy in keeping with Transit’s mission and the respective Transit Department. This Policy is intended to provide clear guidelines to employees telecommuting.

### **Authority**

The Executive Director or designee shall determine when a Telecommute Agreement (“TA” or “Agreement”) may be offered to an employee. Any Agreement is subject to the terms and conditions set forth in this Policy below.

All Transit employees must have an approved Agreement before telecommuting. Transit may include additional telecommuting requirements, guidelines, or procedures, provided they are consistent with the intent of this Policy in any Agreement. Only the Executive Director or designee may determine whether an employee may be offered an Agreement to telecommute.

### **Eligibility/Criteria**

- A. Telecommuting is not suitable for all employees and/or positions. The Executive Director or designee has the discretion to determine the employees and positions who may telecommute on a temporary basis or as needed, utilizing criteria that includes, but is not limited to:
1. Transit’s operational needs and the needs of employee’s department and/or position.
  2. The potential for disruption to Transit’s functions.
  3. The ability of the employee to perform his/her specific job duties from a location separate from his/her Transit worksite (‘Alternate Worksite’) without diminishing the quantity or quality of the work performed.
  4. The degree of face-to-face interaction with other Transit employees and the public that the employee’s position requires.
  5. The portability of the employee’s work.
  6. The ability to create a functional, reliable, safe, and secure Alternate Worksite for the employee at a reasonable cost.

7. The employee's supervisory responsibilities and the employees need for supervision, if any.
  8. The ability to establish a consistent and enforceable Work Schedule.
  9. Other consideration as determined by the employee's immediate supervisor, department head, and/or the Human Resources Manager.
- B. An employee may not be a good candidate for telecommuting if:
1. Their work is entirely, or primarily, location-dependent, or requires access to resources that are not allowable or practical for a remote location.
  2. Their job requires daily face-to-face interaction with individuals (e.g., managers, customers, co-workers, the public, etc.)
  3. Their presence is required at his/her principal work location for coordination and participation in operational duties or functions.
  4. The employee has not passed probation (unless this requirement is specifically waived by the Executive Director).
  5. Other types of work or work schedules that do not allow them to be away from their principal work location for entire days or portions thereof.

**Telecommute Assignment:**

- A. Telecommute days and hours must be agreed upon in writing within a TA in advance with the employee's department head or designee. The actual telecommute days per week or month may vary depending on the nature of the work and may be amended at the discretion of the Executive Director or designee.
- B. An employee may only telecommute for the term as specified in the Agreement, unless otherwise extended by the Executive Director or designee in writing. Transit retains the discretion to terminate any TA prior to its expiration.
- C. Non-exempt employees who are eligible for overtime shall be assigned a Work Schedule in the TA, including rest and meal breaks. Any deviation from the Work Schedule must be approved in advance, in writing, by the employee's supervisor. Non-exempt employees must take meal and rest breaks while telecommuting, just as they would if they were reporting to work at their Transit worksite. Non-exempt employees may not telecommute outside their normal work hours without prior written authorization from their supervisor. A non-exempt employee who fails to secure written authorization before telecommuting outside his or her normal work hours may face discipline in accordance with the Transit's policy for working unauthorized overtime.

- D. Telecommuting employees are required to be accessible in the same manner as if they are working at their Transit worksite during the established telecommuting Work Schedule, regardless of the designated location for telecommuting, or “Alternate Worksite.” Employees must be accessible via telephone, email, and/or network access to their supervisor and other Transit employees while telecommuting, as if working at their Transit worksite. Employees shall check their Transit-related business phone messages and emails on a consistent basis, as if working at their El Dorado Transit worksite.
- E. Employees telecommuting can work at a remote location during a regularly scheduled workday or portion thereof. Telecommuting employees are required to maintain an accurate record of all hours worked at the Alternate Worksite and make that record available to his/her supervisor upon request. Telecommuting employees shall record all non-productive work time on his/her weekly report.
- F. While telecommuting, employees shall adhere to the following:
- a. Be available to the department via telephone and/or email during the employee’s Work Schedule.
  - b. Have reasonably quiet Alternate Worksite free of distractions, with reliable and secure internet access.
  - c. All employee absences must be approved in advance in accordance with Transit policy and documented on the appropriate leave of absence request.
  - d. Employee may not use telecommuting as a replacement for dependent child or elder care.
  - e. Employee must notify their supervisor promptly when unable to perform work assignments because of equipment failure or other unforeseen circumstances.
  - f. If has provided Transit owned equipment or supplies, employees agree to follow the Transit’s Policy for the use of such. Employees will report to their supervisor any loss, damage, or unauthorized access to Transit owned equipment or supplies, immediately upon discovery of such loss, damage, or unauthorized access.
  - g. Employee must ensure proper use of Transit equipment or supplies and limit use of such supplies for professional purposes. Transit owned equipment may only be used by the employee to whom the equipment is issued. Any access by 3<sup>rd</sup> parties is strictly prohibited.

**Duties, Obligations and Responsibilities:**

Employees must adhere to the provisions set forth in this Policy and the terms of the TA. Any deviation from the TA requires prior written approval from Transit.

- A. All existing duties, obligations, responsibilities, and conditions of employment remain unchanged. Telecommuting employees are expected to abide by all Transit and

departmental policies and procedures, rules and regulations, applicable Memoranda of Understanding, and all other official Transit documents and directives.

- B. Employees authorized to perform work at an Alternate Worksite must meet the same standards of performance and professionalism expected of Transit employees in terms of job responsibilities, work product, timeliness of assignments, and contact with other Transit employees and the public.
- C. Employees shall ensure that all official Transit documents are retained and maintained according to the normal operating procedures in the same manner as if working at a Transit worksite.
- D. Employees may receive approval to use personal computer equipment only in the event of an emergency or on another limited basis. Transit may also issue equipment at the discretion of the Executive Director or his/her designee.
- E. Transit shall not be responsible for costs associated with the use of computer and/or cellular equipment, including energy, data or maintenance costs, network costs, home maintenance, home workspace furniture, ergonomic equipment, liability for third party claims, or any other incidental costs (*e.g.*, utilities associated with the employee's telecommuting).
- F. Employees may receive a virtual private network ("VPN") account, as approved by the Executive Director or his/her designee.
- G. Employees shall continue to follow all practices, policies, and procedures for requests of sick, vacation, and other leaves of absences. Requests to work overtime, request vacation or flex time off from work must be pre-approved in writing by each employee's supervisor. If an employee becomes ill while telecommuting, he/she shall notify his/her supervisor immediately and record on his/her timesheet any hours not worked.
- H. Employees must take reasonable precautions to ensure their devices (*e.g.*, computers, laptops, tablets, smart phones, etc.) are secure before connecting remotely to Transit's network and must close or secure all connections to Transit's desktop or system resources (*e.g.*, remote desktop, VPN connections, etc.) when not conducting work for Transit. Employees must maintain adequate security protection on all such devices used to conduct Transit work from the Alternate Worksite.
- I. Employees shall exercise the same precautions to safeguard electronic and paper information, protect confidentiality, and adhere to all Transit policies regarding record maintenance and security. Employees must safeguard all sensitive and confidential information (in all formats) relating to Transit work as accessed from the Alternate Worksite. Employees must return all records, documents, and correspondence to Transit at the termination of the TA or upon request by their supervisor, manager, or Human Resources.
- J. A telecommuting Employee's salary and benefits will remain unchanged. Worker's Compensation benefits will apply only to injuries arising out of and in the course of

employment as defined by Workers' Compensation law. Employees must report any such work-related injuries to their supervisor immediately. Transit shall not be responsible for injuries or property damage unrelated to Transit work, including injuries to third persons, when said injuries occur at the Alternate Worksite.

- K. All of the telecommuting Employee's duties and responsibilities remain in effect. Prior to the approval of an Agreement, supervisors and employees shall agree upon a reasonable set of goals and objectives to be accomplished.
- L. Any breach of the Agreement by the employee may result in termination of the Agreement and/or disciplinary action, up to and including termination of employment.

DRAFT

# Telecommuting Agreement

**Employee Acknowledgement:**

I, the undersigned employee (“Employee”), have read the Telecommute Policy and this Telecommute Agreement (“TA” or “Agreement”) in their entirety and I agree to abide by the terms and conditions contained therein. I understand and agree that the TA is temporary and contingent upon Executive Director or designee approval. Approval does not imply entitlement to a permanently modified position or a continued telecommute arrangement.

I understand and agree that the TA is voluntary and may be terminated at any time. I further understand that El Dorado Transit may, at any time, change any or all the conditions under which approval to participate in the TA is granted, with or without notice.

I agree to and understand my duties, obligations, and responsibilities as described in my position’s job description and agree that those duties continue for the period of telecommuting. I also understand it is my responsibility to provide adequate advance notification to my supervisor if I am unable to satisfy those duties for any reason. I also agree and understand that all El Dorado Transit policies and procedures applicable to me remain in effect for any period of telecommuting. If I fail to follow these policies and/or satisfy my position duties, I understand this Agreement may be immediately terminated.

The Agreement is valid from \_\_\_\_\_ to \_\_\_\_\_. I understand this Agreement expires on \_\_\_\_\_ and may not continue unless El Dorado Transit approves a new TA in writing. El Dorado Transit may rescind this Agreement at any time.

Regularly Assigned Place of Employment: The days and hours El Dorado Transit expects the Employee to be physically present at El Dorado Transit Worksite are as follows:

Day	Morning		Lunch	Afternoon		Total Hours
	Start	End		Start	End	
<b>Sunday</b>						
<b>Monday</b>						
<b>Tuesday</b>						
<b>Wednesday</b>						
<b>Thursday</b>						
<b>Friday</b>						
<b>Saturday</b>						



Alternate Worksite: The location and address of the Alternate Worksite is:

\_\_\_\_\_

Street

\_\_\_\_\_

Zip Code

\_\_\_\_\_

State

The phone number to reach Employee at the Alternative Worksite while working under this Agreement is:

\_\_\_\_\_.

The days and hours (“Work Schedule”) El Dorado Transit permits the Employee to be physically present at the Alternate Worksite are the following:

Day	Morning		Lunch	Afternoon		Total Hours
	Start	End		Start	End	
<b>Sunday</b>						
<b>Monday</b>						
<b>Tuesday</b>						
<b>Wednesday</b>						
<b>Thursday</b>						
<b>Friday</b>						
<b>Saturday</b>						

The Employee agrees to report work-related injuries to the Employee’s supervisor at the earliest reasonable opportunity. The Employee agrees to hold the El Dorado Transit harmless for injury to third parties at the Alternate Worksite.

I hereby affirm by my signature that I have read this Telecommute Agreement and understand and agree to all of its provisions.

\_\_\_\_\_

Employee’s Name and Title (Print & Sign)

\_\_\_\_\_

Date

\_\_\_\_\_

Employee’s Supervisor’s Name and Title (Print & Sign)

\_\_\_\_\_

Date

---

Executive Director Name (Print & Sign)

Date

**Submit the completed and executed Agreement to Human Resources**

DRAFT

**EL DORADO COUNTY TRANSIT AUTHORITY  
RESOLUTION NO. 20-15**

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE  
EL DORADO COUNTY TRANSIT AUTHORITY TO INCORPORATE THE  
TELECOMMUTE POLICY INTO THE PERSONNEL POLICIES  
AND PROCEDURES MANUAL**

**WHEREAS**, one of El Dorado County Transit Authority (“El Dorado Transit”) key governance policies is the Personnel Policies and Procedures Manual (“Policies”); and

**WHEREAS**, the last revision to the Policies was on February 6, 2020; and

**WHEREAS**, the Telecommute Policy (“Policy”) is essential for flexibility in providing a viable work option that will benefit the needs of El Dorado Transit and employees; and

**WHEREAS**, the Policy is considered a new benefit that will provide a balanced and cost-effective work alternative for employees; and

**WHEREAS**, the Policy is consistent with all federal and state laws; and

**NOW, THEREFORE**, BE IT HEREBY RESOLVED BY THE BOARD OF DIRECTORS OF THE EL DORADO COUNTY TRANSIT AUTHORITY: The Board adopts the attached Policy to be incorporated into the Personnel Policies and Procedures Manual of the El Dorado County Transit Authority.

**PASSED AND ADOPTED BY THE GOVERNING BOARD OF THE EL DORADO COUNTY TRANSIT AUTHORITY** at a regular meeting of the Board held on the 7<sup>th</sup> day of May 2020, by the following vote of the Board:

AYES:

NOES:

ABSTAIN:

ABSENT:

\_\_\_\_\_  
John Hidahl, Chairperson

ATTEST:

\_\_\_\_\_  
Megan Wilcher, Secretary to the Board