

RESOLUTION 14-2020

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE GROVELAND
COMMUNITY SERVICES DISTRICT APPROVING A POLICY FOR EMPLOYEES
WORKING REMOTELY**

WHEREAS, the Groveland Community Services District (herein referred to as District) is a local government agency formed and operating in accordance with Section §61000 et seq. of the California Government Code; and

WHEREAS, in response to the COVID-19 pandemic, on March 19, 2020 the District temporarily changed its routine to slow the spread of this pandemic and to offer the best protection to our employees and our communities, temporarily restructured to allow several District positions to continue to carry out their jobs while working remotely; and

WHEREAS, management finds it in the District and the employees best interest to adopt a policy that allows for the temporary allowance of employees working remotely that goes beyond the current COVID-19 pandemic.

NOW THEREFORE BE IT RESOLVED THAT THE BOARD OF DIRECTORS OF THE GROVELAND COMMUNITY SERVICES DISTRICT DOES HEREBY Adopt Resolution 14-2020 Approving a Policy for Employees Working Remotely.

WHEREFORE, this Resolution is passed and adopted by the Board of Directors of the Groveland Community Services District on April 14, 2020, by the following vote:

AYES: Directors Kwiatkowski, Mora, Swan, Edwards, and Armstrong

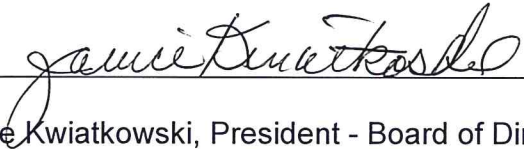
NOES:

ABSTAIN:

ABSENT:

ATTEST:


Jennifer L. Flores, Secretary



Janice Kwiatkowski, President - Board of Directors

CERTIFICATE OF SECRETARY

I, Jennifer Flores, the duly appointed and acting Secretary of the Board of Directors of the Groveland Community Services District, do hereby declare that the foregoing Resolution was duly passed and adopted at a Regular Meeting of the Board of Directors of the Groveland Community Services District, duly called and held on April 14, 2020.

DATED: 4-14-20



EFFECTIVE DATE: 4/14/2020

POLICY

ADOPTED BY BOARD: 4/14/2020

POL- _____ Telework Policy

A. General

Groveland Community Services District is committed to providing policies and provisions designed to help employees balance their work, personal, and family responsibilities. In keeping with our goal of being a workplace of choice, this policy will assist in meeting both business and sustainable development objectives while satisfying the growing needs of employees to improve their overall quality of life.

Changes are occurring in the labor market with the shift towards more knowledge workers, as well as changes to traditional family structures, employees' expectations of work, and the definition of career aspirations and job satisfaction.

Flexibility in the workplace to accommodate work, personal and family needs can result in benefits to organizations such as:

- A competitive edge for attracting and retaining highly skilled individuals
- Reduce levels of employee stress and conflict
- Higher levels of productivity and reduce absenteeism
- Higher levels of employee satisfaction and motivation
- A more satisfying work environment
- Ability to accommodate employment related needs for employment equity designed group members

The impact of flexible work arraignments can also reach beyond the benefits derived by the District and contribute to the development of a sustainable society. For example, opportunities for reducing traffic congestion and air pollution and for supporting regional economic development can be realized at the same time the employers are met.

Both managers and employees are responsible to ensure that operational needs of the District are met and that neither productivity nor cost are negatively impacted by the application of this policy.

B. Policy Objective

- a) To allow employees to work at alternative locations, thereby achieving a better balance between their work and personal lives, while continuing to contribute to the attainment of the District goals.

- b) To allow employees to work remotely due to State or National emergency situations, environmental health risks, employee social distancing illness, while continuing to contribute to the attainment of the District goals.

C. Policy Statement

GCSD recognizes the opportunities that flexible working arrangement such as telework option can present and encourage departments to implement telework arrangements where it is economically and operationally feasible to do so, and in fair, equitable and transparent manner.

D. Definitions

- a) **Telework:** A flexible work arrangement whereby employees have approval to carry out same or all of their work duties from a telework place
- b) **Designated workplace:** The employees designated workplace or business where the employee would work if there were no telework situation
- c) **Telework Place:** the alternative location where the employee is permitted to carry out the work otherwise preformed at or from their designated workplace

E. Eligibility

Before entering into any teleworking agreement, the employee and manager, with the assistance of human resource department, will evaluate the suitability of such an arrangement, reviewing the following area:

- a) **Employee suitability.** The employee and manager will asses the needs and work habits of the employee, compared to traits customarily recognized as appropriate for successful teleworkers.
- b) **Job responsibilities.** The employee and manager will discuss the job responsibilities and determine if the job is appropriate for teleworking arraignment.
- c) **Equipment needs, workspace design consideration and scheduling issues.** The employee and manager will review the physical workspace, equipment needs and the schedule of the appropriate location of the workspace.
- d) **Employee reimbursement**
The District will provide a \$100 monthly stipend for employees working remotely to cover work related expenses for personal cell phone and home internet use.

F. Teleworking Agreement

If the employee and manager agree and the human resource department concurs, a draft teleworking agreement will be prepared and signed by all parties.



**GROVELAND COMMUNITY SERVICES DISTRICT
TEMPORARY REMOTE WORK AGREEMENT**

This Agreement, effective _____, is between _____ an employee (referred to as "Employee") and Groveland Community Services District (referred to as "District").

The parties, intending to be legally bound, agree as follows:

Scope of Agreement - This agreement is temporary and may be terminated by the District at any time.

Term of Agreement - This Agreement shall become effective as of the date written above and shall remain in full force and effect unless the agreement is terminated. Employees will be notified when this Agreement is terminated, and when employees are expected to return to their normal District workspace.

Termination of Agreement - Working remotely is available only to eligible employees, at District's sole discretion. Working remotely is not an employee benefit intended to be available to the entire organization. As such, no employee is entitled to or guaranteed the opportunity to work remotely. This temporary Agreement is not a contract or term of employment.

Salary, Job Responsibilities, Benefits - Salary, job responsibilities and benefits will not change because of remote work, except as they might have changed had Employee worked in the office full-time. Employee agrees to comply with all existing job requirements as if they were working at the District's worksite.

Equipment and Materials - District may provide the necessary computer, software, and other equipment needed for working remotely. All items remain the property of the District and must be returned to the District upon request. The computer, software, and any other equipment or supplies provided by District are provided for use on District assignments and are expected to be treated/handled as they would at the District's worksite. Other household members or anyone else shall not use the District equipment and software. District-owned software may not be duplicated except as formally authorized. District will be responsible for insurance and maintenance of all District-provided materials. Any District materials taken home should be kept in the designated work area at home and not be made accessible to others.

Employee may use personal equipment for remote work purposes. In such cases, Employee will be responsible for the maintenance required for the equipment.

Workspace - Employee agrees to maintain his/her workspace in a safe condition, free from hazards and other dangers to Employee and equipment.

Office Supplies - Office supplies will be provided by District as needed. It is not anticipated that employees garner any out-of-pocket expenses for supplies.

Employee Reimbursement - The District will provide a \$100 monthly stipend to help offset the employee's cost of their personal cell phone and home internet use.

Worker's Compensation - District is responsible for any work-related injuries under our state's Workers Compensation laws. Liability is limited to injuries suffered in the designated work area

during the normal course and scope of duty. Any claims will be handled according to the normal procedure for Worker's Compensation claims.

Liability for Injuries – During this temporary remote work agreement, Employee understands that the Employee remains liable for injuries to third persons and/or members of Employee's family on Employee's premises. Employee agrees to defend, indemnify and hold harmless District, its affiliates, employees, contractors and agents, from and against any and all claims, demands or liability (including any related losses, costs, expenses, and attorney fees) resulting from, or arising in connection with any injury to persons (including death) or damage to property caused directly or indirectly by the services provided herein by Employee or by Employee's willful misconduct, negligent acts or omissions in the performance of the Employee's duties and obligations under this Agreement, except where such claims, demands, or liability arise solely from the gross negligence or willful misconduct of the District.

Work Schedule – The daily work schedule for the days when working remotely will mirror that of normal office hours, unless approved otherwise by the employee's supervisor. No amendment will be needed to this agreement if a supervisor agrees to a modified work schedule. It is expected the Employee work and be accessible remotely by telephone, email and other identified forms of communications during those hours.

Employee remains obligated to comply with all of District's rules, practices, instructions and this Agreement. Employee understands that violation of any of the above may result in preclusion from working remotely. Employee understands that the opportunity to work at home (remotely) may be revoked at any time if it is determined not to be in the District's best interest.

I have read and understand this Temporary Agreement and accept its conditions.

GROVELAND COMMUNITY SERVICES DISTRICT

Employee Name

Employee Signature

Date Signed

Department Manager Signature

Date Signed