

## **CITY OF JERSEY CITY** **WORK FROM HOME PROGRAM POLICY**

### **I. Introduction**

The purpose of this policy is to set forth the philosophy and administrative guidelines for the City of Jersey City (“City”) Work From Home (“WFH” or “Remote Work”) Program. As an integral element of the City’s efforts to mitigate the current COVID-19 pandemic and to accommodate employees due to COVID-19 and other factors, the City is implementing this WFH Policy and Program. The WFH Program will allow certain employees, whose Departmental WFH Plan has been approved by the City, to work remotely, while ensuring the continuity of the City’s operations. This policy does not supersede the City’s rules, regulations or other policies applicable to the workplace, but rather is designed to facilitate the performance of City business remotely, where appropriate. **Remote Work or WFH pursuant to this Policy is not an entitlement or City-wide benefit, and it does not change the terms and conditions of employment.**

### **II. Duration**

This Policy and Program are limited to temporary Remote Work during the COVID-19 pandemic because essential job functions cannot be performed remotely on a permanent basis. The scope and duration of this Policy is subject to change, without prior notice, in response to the fluid nature of the COVID-19 pandemic and other factors. Employees granted permission to WFH pursuant to this Policy shall still be required to report to their City worksite as needed.

### **III. Definitions**

“Remote Work” or “WFH” is an alternative workplace arrangement that provides employees the opportunity to work at their own home rather than their regularly assigned workplace.

“Operational need” is a consideration of the necessary staffing requirements, on a Department-specific basis, to maintain normal City business operations during business hours such that there is no disruption in the workplace or productivity.

“Alternative workplace” is an employee’s primary residence, which is on file with the City, and does not include vacation or secondary homes.

“WFH Agreement” is a written agreement between the City and the employee that acknowledges the employee has read, understood, and agreed to abide by this Policy.

“Work Schedule” is the employee’s hours of work in their regular or WFH locations.

### **IV. General Provisions**

This Policy and its parameters are at the sole discretion of the City. Additionally, the decision to approve a Department’s WFH Plan or an individual’s WFH request are at the sole discretion of the City.

WFH or Remote Work does not change the nature of the work an employee is expected to perform or the hours in which an employee is expected to be working. In terms of supervision, clear expectations

and measurable tasks are essential components in considering whether WFH Plan is an option or should be continued. WFH employees must be supervised through the development of a system to distribute appropriate work with measurable outputs that can ensure appropriate levels of employee accountability. In the event an operational need arises, a WFH employee may be required to report back to his or her City work location.

Participation in a WFH Plan is based on the employee's job responsibilities as determined by the City, with the advice and guidance of the employee's Department Director. If an employee's productivity decreases or other performance/conduct issues arise, the manager or supervisor will treat the employee no differently than, and implement the same disciplinary policies as, an employee working in his or her regularly assigned City location.

Employees working under a WFH Plan are considered to be in an official duty status during the employee's designated work schedule. Employees must ensure they have the appropriate work environment for at their place of residence, including, but not limited to, internet connectivity, necessary technology, resource access, and security authority to conduct their job duties. WFH employees are prohibited from conducting personal or other business during their normal work schedule, with the exception of meal or other breaks, as applicable. Nonetheless, if the WFH employee is required to care for a dependent or adult during his or her regular work hours, then the employee is required make up that time during same work day.

This Policy and any WFH Plan may be discontinued at any time if its continuation would not be productive, efficient, or otherwise in the best interest of the City and public.

This Policy does not apply to requests for reasonable accommodations based on medical conditions.

## **V. Policy Administration**

The City's Department of Human Resources is responsible for the administration of this policy. Questions regarding this Policy should first be directed to the employee's Departmental HR Liaison and, subsequently, to the Department of Human Resources.

## **VI. Conditions**

Once an employee has been approved for any WFH arrangement, the following conditions shall apply:

1. The City reserves the right to cancel a WFH arrangement at any time.
2. WFH employees must enter into a written agreement with the City, which is attached hereto.
3. WFH employees must follow all City policies and procedures with working remotely.
4. WFH employees are subject to all attendance policies and practices of the City, including call out procedures and timesheet recordkeeping requirements. In addition, WFH employees shall be accountable for verification of Remote Work or WFH, dates, times and tasks.

5. WFH employees must be readily accessible by telephone and their City e-mail during their scheduled work hours. Employees must provide the City's Department of Human Resources, their Department Director, Division Director, and direct supervisor(s), their current home phone number and/or cell phone number, whichever will be routinely available for incoming calls during the workday. All calls to WFH employees should be returned within 2 hours, not including meal or other breaks, absent extenuating circumstances.
6. WFH employees are required to track their start and end times for the beginning/end of their work days, breaks taken throughout the day (with the exception of bathroom breaks), and any interruptions in their WFH day.
7. WFH employees will protect all government records and data against unauthorized disclosure, access, destruction, etc. Files and other information that are subject to confidentiality and attorney client privilege, must be secured from unauthorized access while at the WFH site.
8. Employees are required to maintain a safe WFH environment. Failure to maintain safe working conditions may result in termination of WFH privileges.
9. Department Directors and/or their designees shall supervise the work product produced by WFH employees on remote days to ensure appropriate levels of employee accountability.
10. WFH employees will be subject to periodic performance evaluations from their direct supervisors. Such evaluations shall include will not be milted to, daily interaction by phone, voicemail, video conferencing, and/or email.
11. WFH is not a replacement for dependent and/or adult care. Employees who need to care for dependents or adults are still required to work their regular full-time, part-time or contract-specific daily hours. Likewise, WFH is not intended to be used in place of vacation, sick, family, medical, or other types of leave. The use of paid time off, family, or medical leave must still be requested in the manner proscribed by the City's policies and/or the employee's labor agreement.
12. WFH employees will not be excused from working because workers at their regular work location are dismissed due to an emergency. For example, if a snow emergency is declared on the day an employee is scheduled to work remotely, the employee is not excused from work and must work as scheduled at home on the approved WFH day. Employees who have the capability to WFH and who are scheduled to go to their regular work location but are unable due to a state of emergency or office closure will be expected to WFH to the extent possible. Any typical limitations on WFH regarding dependent care will be suspended under these circumstances. Employees who have the capability to WFH but do not do so during a weather emergency or office closure, without pre-approval from the City, may be required to use their accrued paid time off.
13. Employees that are scheduled for a 4-day work week are not eligible for a WFH arrangement.
14. Hours in excess of an employee's regular or WFH hours (*i.e.*, overtime) are not permitted unless the employee's manager has given written permission in advance of the overtime.

15. The City is not responsible for the provision of any necessary WFH equipment (e.g., computer, scanner, mobile phone, etc.), operating costs, home maintenance, or any incidental costs (e.g., utilities, internet service, etc.) associated with the employee's WFH arrangement. Likewise, the City will not be liable for any damages to the employee's property that results from participating in Remote Work.
16. Workers' compensation does not apply to injuries to any third parties or members of the employee's family at the alternative workplace. In the event of a job-related injury, employees are required to immediately report the incident to your Department Director and Risk Management.
17. The City makes no representation on any income tax implications related to Remote Work and the employee's alternative workplace. Employees are encouraged to consult a personal tax advisor with regard to their individual situations.
18. WFH employees will comply with all monitoring, security measures and disclosure provisions, including password protection, as required by the City in its discretion. These include, but are not limited to the following:
  - A. **WFH Employee Monitoring Software:** The City shall install software that monitors the work habits and activities of WFH employees on the WFH employee's City owned computer equipment. The tasks performed by the software shall respect the privacy of employees to the greatest extent possible and shall include, but not be limited to, the following:
    - (1) Monitoring the time of use and interaction with various work related computer software, including Microsoft Word, Excel, Outlook, web browsers, etc. The software will **not** record the content of any keys typed by a WFH employee.
    - (2) Recording any the domain names or IP addresses of any webpages or servers on the Internet that are accessed by a WFH employee.
    - (3) The software will **not** record, capture or log the output of any of the webpages or servers access by the WFH employee.
    - (4) The software will only track activity during the days and times that an employee is scheduled to work from home. It shall be the responsibility of the WFH employee to inform the IT division of any deviations from their approved work from home schedule in advance.
  - B. **Security:** The WFH Employee shall store any personal equipment used to access the City's computers or networked infrastructure in a reasonably secure environment. Any notifications from a virus scanner, or other similar software, of a compromise of a WFH Employee's personal computer shall be immediately reported to I.T.
  - C. **Use of the City's Virtual Private Network (VPN) and Remote Desktop Client:** The preferred method for a WFH Employee to conduct their daily work is by connecting to the City's VPN and using a Remote Desktop Client to access the

WFH Employee's City desktop computer. It is permissible to use any application that requires access to a microphone or camera (Microsoft Teams, Zoom, etc.) directly from a WFH employee's computer, due to the fact that the camera and microphone cannot easily be used with a Remote Desktop Client. If a WFH Employee does not want to use the City VPN and Remote Desktop Client, the WFH Employee may seek approval from their Director to have the monitoring software installed on their personal computer and to use the personal computer for work without using the VPN or Remote Desktop Client.

- D. **Documents:** Any documents created on a WFH Employee's computer for the purpose of City business shall be uploaded to the WFH Employee's "Microsoft OneDrive" folder.
- E. **Installation and Getting Started:** Upon execution of the WFH Agreement, Employees must contact the I.T. Help Desk (x4442) for further instructions and any necessary technical assistance.

## **WFH AGREEMENT**

I, \_\_\_\_\_, have read the attached WFH Policy and understand that I am expected to comply with it.

I understand that any WFH arrangement provided to me by the City is subject to the City's sole discretion and may be revoked at any time for any reason.

I understand that software that shall monitor and log my various work habits throughout the days I work from home shall be installed on the City equipment I use during the day. I further understand that I have the option to request that such software be installed on my personally owned equipment if using a VPN and remote desktop connection for work related duties would not be beneficial.

I understand that I am subject to all City policies and procedures while engaged in Remote Work and may be disciplined in a manner consistent with those existing policies and procedures.

I understand that I am expected to accomplish my regular work assignments and any other tasks assigned by my Department or Division Director and/or supervisor(s).

I understand that I am responsible for working my regular number of daily and weekly work hours, consistent with my regular work schedule.

I understand that the arrangements provided pursuant to the WFH Policy is not an entitlement or City-wide benefit and it does not change the terms and conditions of my employment.

I understand that neither this agreement nor any other creates any employment contract between the City and me.

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Employee Name [Print]

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Employee Signature

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Date

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Department Director [Print]

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Department Director Signature

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Date

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Human Resources Representative Name [Print]

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Human Resources Representative Signature

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Date