



WEST VALLEY WATER DISTRICT
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HUMAN RESOURCES COMMITTEE MEETING
AGENDA

MONDAY, NOVEMBER 14, 2022 - 6:00 PM

NOTICE IS HEREBY GIVEN that West Valley Water District has called a meeting of the Human Resources Committee to meet in the Administrative Conference Room, 855 W. Base Line Road, Rialto, CA 92376.

On March 4, 2020, Governor Newsom declared a State of Emergency resulting from the threat of COVID-19. On September 16, 2021, Governor Newsom signed Assembly Bill No. 361 into law. Assembly Bill No. 361 amends Government Code section 54953(e) by adding provisions for remote teleconferencing participation in meetings by members of a legislative body, without the requirements of Government Code section 54953(b)(3), subject to the existence of certain conditions. The West Valley Water District adopted a resolution determining, by majority vote, that, as a result of the declared State of Emergency, the District is adopting the State protocol which allows meetings in person and/or via teleconference. Accordingly, it has been determined that all Board and Workshop meetings of the West Valley Water District will be held pursuant to Assembly Bill No. 361, the Brown Act and will be conducted via teleconference and in person. Members of the public may listen and provide public comment via telephone by calling the following number and access code: Dial: (888) 475-4499, Access Code: 840-293-7790 or you may join the meeting using Zoom by clicking this link: <https://us02web.zoom.us/j/8402937790>. Public comment may also be submitted via email to administration@wvwd.org. If you require additional assistance, please contact administration@wvwd.org.

BOARD OF DIRECTORS

Director, Kelvin Moore, (Chair)
Director, Channing Hawkins

I. CALL TO ORDER

II. PUBLIC PARTICIPATION

The public may address the Board on matters within its jurisdiction. Speakers are requested to keep their comments to no more than three (3) minutes. However, the Board of Directors is prohibited by State Law to take action on items not included on the printed agenda.

III. DISCUSSION ITEMS

1. Updates on Recruitments
2. Strategic Planning Retreat - Update
3. Update on Employees on COVID-19 LEAVE
4. Update on Employees on FMLA and Medical Leave
5. Update on Liability Claims
6. Update on Workers Compensation Claims
7. Telecommuting Policy.

IV. ADJOURN

DECLARATION OF POSTING:

I declare under penalty of perjury, that I am employed by the West Valley Water District and posted the foregoing Human Resources Committee Agenda at the District Offices on November 10, 2022.



Nancy Albitre, Acting Board Secretary



**BOARD OF DIRECTORS
HUMAN RESOURCES COMMITTEE
STAFF REPORT**

DATE: November 14, 2022
TO: Human Resources Committee
FROM: Van Jew, Acting General Manager
SUBJECT: TELECOMMUTING POLICY

BACKGROUND:

West Valley Water District (“District”) recognized the changing dynamic of the work environment caused by COVID-19 and transitioned to a remote work environment in order to maintain services and operations. Going forward, the District may want to consider allowing for remote work or telecommuting under certain non-COVID-19 conditions as an option to provide greater flexibility and as response to the evolving workplace.

DISCUSSION:

Staff recognizes the changing nature of the work environment and proposes to establish the Telecommuting Policy (**Attachment A**) to provide a framework that addresses both the District’s and individual employee needs. This policy reflects, supports, and complies with the Limitations on Remote Work or Telecommuting Policy.

The Telecommuting Policy establishes guidelines, expectations, and an approval process for telecommuting arrangements, allowing the District to continue realizing the telecommuting benefits while maintaining the delivery of service to the community. Telecommuting arrangements will be evaluated with the highest regard to employee productivity, service to the public, and the efficient operation of District departments.

This policy is inclusive of all employees in positions deemed eligible for remote work. Remote work arrangements may not be available for all positions or individuals in an operating unit. The determination will be based on the needs of District, the size of a department, specific job responsibilities and/or District business operations, as well as other considerations that may impact service to the community. Employees interested in a remote work arrangement should discuss eligibility and options with their immediate supervisor.

The proposed policy has undergone a thorough review and approval process that included International Union of Operating Engineers, Local 12, department directors and the HR Committee.

FISCAL IMPACT:

There is no fiscal impact.

STAFF RECOMMENDATION:

Staff recommends that the HR Committee forward a recommendation to the Board of Directors to authorize and approve the Telecommuting Policy as attached.

Respectfully Submitted,

Van Jew

Van Jew, Acting General Manager

VJ:hms

ATTACHMENT(S):

1. 11.8.2022 WVWD Telecommuting Policy-final

ATTACHMENT A
WEST VALLEY WATER DISTRICT
TELECOMMUTING POLICY

1. INTRODUCTION AND PURPOSE:

The West Valley Water District (the “District”) is committed to supporting employees whose jobs are suited to working from an Alternative Worksite with a discretionary telework or telecommuting¹ arrangement subject to the terms of this policy (“Telecommuting Policy”). Telecommuting, in general, provides employees with an opportunity to request the ability to work from an appropriate alternative worksite. The District provides the option of telecommuting to employees as a privilege and not as a right. The District provides essential services to members of the community, and as a result there are positions at the District that require employees be physically present at District facilities. All Telecommuting requests must be pre-approved by the employee's supervisor, Department Head, and the General Manager prior to the commencement of any Telecommuting.

Telecommuting is a voluntary alternative to working from the District's office that may only be appropriate for some employees and some jobs, as determined by the sole discretion of the District and determined on a case-by-case basis. The ability to telecommute is not an entitlement, may be revoked without cause, is not a District-wide benefit, and does not change the employee's terms and conditions of employment with the District. The success of the program will be evaluated based on productivity, seamlessness to our operations, and impact on our collaborative culture.

2. DEFINITIONS

“Alternative Worksite” means the employee's home or authorized location other than the employee's normal workplace at a District worksite or facility.

“Telecommuting” (also commonly referred to as teleworking or remote working) means a work arrangement under which an employee works from their Alternative Worksite for a portion of their regularly scheduled work hours.

“Work Schedule” means the days and hours determined by supervisors and Department Heads during which non-exempt, overtime eligible employees should be in attendance at the Alternative Worksite. The Work Schedule shall provide for and include meal breaks required under applicable federal and state law as well as under contract.

“Central Workplace” means the District's worksite or facilities and includes District offices.

3. ELIGIBILITY CRITERIA:

Telecommuting may be approved in accordance with this policy, at the discretion of the Department Head. The Department Head has discretionary authority to determine the job classifications, positions, and employees who are eligible to Telecommute under this policy.

¹ The terms telework, remote work and telecommute may be used interchangeably and share the same meaning as defined in Section 2 of this Policy. This Policy applies to the use of either term.

Telecommuting is not permanent and the Department Head may decide to discontinue a previously granted Telecommuting schedule at any time without prior notice. The decision to terminate Telecommuting is not subject to any grievance procedure or appeal process. A supervisor and/or Department Head may determine that some positions and/or individuals are not well suited for Telecommuting.

The employee's supervisor may suggest and the Department Head may determine eligible individuals for Telecommuting based on, but not limited to the following criteria:

1. The employee's length of employment; however under no circumstances (except by the General Manager's approval) will an employee be authorized to telecommute if the employee is not a regular full-time employee or if they have worked for the District for less than six (6) months;
2. The ability of the employee to perform their job duties from an Alternative Worksite does not impede other employees or work groups from performing their job duties, impact the District's business needs, or diminish the operations of the District or the service provided to internal or external customers;
3. The employee's job performance meets or exceeds standards across all listed performance measures and demonstrates employee ability to work independently, including consideration of recent prior annual job performance evaluations. Employees on performance improvement plans ("PIP") may not telecommute;
4. The employee's ability to be self-motivated and their demonstration of high dependability;
5. Whether the job can be done remotely without disruption to the flow of work and communication (e.g., availability by virtual meeting, phone, email, and shared servers can be accessed remotely);
6. The functionality, reliability, safety, and security of the employee's Alternative Worksite; Telecommuting employees will attest in writing that they have complied with this requirement.
7. The employee's accessibility during their designated work schedule;
8. The employee's supervisory responsibilities;
9. The employee's need for supervision;
10. The duration of the request to Telecommute;
11. Other considerations deemed necessary and appropriate by the employee's supervisor or the District (i.e., power outages, internet connectivity issues etc.).
12. Occasional, short-term (1-2 day) remote work requests may be granted at the sole discretion of the Department Director/Manager or General Manager. For all other remote work arrangements, employees must meet the eligibility requirements outlined in this guidance.

It is essential that each department be staffed during normal business hours Monday thru Friday (except during the hour for lunch).

4. PROCEDURE:

- A. To make a request for a Telecommuting arrangement, employees must complete and submit a Telecommuting Agreement (Appendix A) to their immediate supervisor for District consideration. The employee's supervisor will provide the requested form to the Department Head and will discuss the employee's request with the Department Head.
- B. Employees are encouraged to discuss expectations of working from an Alternative Workplace with other inhabitants of their residence, if any, prior to entering into a Telecommuting trial period, if the request is approved. The employee's supervisor, Department Head, and the General Manager must approve and sign off on the requested Work Schedule before any Telecommuting commences. The approval by the employee, the employee's supervisor, the Department Head, and the General Manager, must be documented by each individual signing the Telecommuting Agreement and a 90-day trial period will commence.
- C. Evaluation of employee's performance during the Telecommuting trial period will include interaction by phone and e-mail between the employee and the employee's supervisor, and face-to-face meetings to discuss work progress and problems, if any. At the conclusion of the 90-day trial period, the employee and employee's supervisor will each complete an evaluation of the Telecommuting arrangement and make recommendations for continuance or modifications and will be submitted to the Department Head. The Department Head will determine if the employee may continue to Telecommute after the successful completion of the 90-day period and the submission of evaluation. Following the 90-day evaluation, the employee shall be evaluated during their Telecommuting Work Schedule consistent with Annual Employee Performance and Development Plans.
- D. Telecommuting is limited to no more than 2 days per week, and shall be the same day each week. Telecommuting is not allowed on Mondays or Fridays. Exceptions to this shall require the General Manager's approval.

5. EMPLOYEE RESPONSIBILITIES:

A. Performance Expectations

1. Expectations must be pre-established between Telecommuting employees and supervisors regarding work assignment(s), productivity level, and productivity measurements to be used when employee is Telecommuting. Timeliness, quality, and quantity of work must be maintained.
2. Attendance and punctuality that is observant of scheduled hours on a regular basis is an essential function of each classification and must be maintained during Telecommuting.

3. Telecommuting is not designed to be a replacement for appropriate childcare. The focus of the arrangement shall remain on job performance and meeting operational needs.
4. Employee agrees not to engage in employment activities other than District assignments during Telecommuting hours.
5. Working from an Alternative Work Location inherently changes the workplace dynamic for employees. Telecommuting employees must adhere to all District policies, practices, procedures, rules and regulations and applicable Terms and Conditions of Employment. All existing duties, obligations, responsibilities and conditions of employment remain the same.
6. Telecommuting must be pre-approved before it commences. Each Telecommuting Agreement is only valid for the time period specified in the agreement. The agreement is invalid after this time unless the employee's supervisor approves an extension in writing.

B. Telecommuting Location

Telecommuting work will be performed from the alternative worksite. The Alternate Worksite must be maintained in a safe condition, free from hazards and obstructions and must be the employee's residence unless another location is approved, in writing, by the Department Head. Telecommuting employees will attest in writing that they have complied with this requirement.

Telecommuting employees must have access to an Alternative Worksite that is quiet and free of distractions and which has reliable and secure power, internet and/or wireless access. Telecommuting employees shall ensure that all official District documents are retained and maintained according to the normal operating procedures in the same manner as if working at a District worksite or facility. The Alternative Worksite shall be conducive to ten (10) hours of productive work time.

C. Work Schedules and Time Worked

1. Telecommuting employees must be available during their regularly scheduled business hours to answer calls, respond to email, attend virtual meetings, etc.
2. Telecommuting employees must report to the office if requested to do so by their supervisor or the District.
3. Non-exempt employees must take meal and rest breaks while working remotely, just as they would if they were reporting to work at the Central Workplace. Non-exempt employees may not Telecommute outside of their Work Schedule without authorization, and will be subject to discipline for doing so.
4. Requests to work overtime or take a leave of absence from work must be pre-approved in writing by each employee's supervisor. Failure to comply with this requirement may result in the immediate cessation of the Telecommuting Agreement and/or disciplinary action.

5. All periods of an employee's unavailability must be approved in advance by the supervisor and in accordance with District policy.
6. Employees must promptly notify their supervisor when unable to perform work assignments because of equipment failure or other unforeseen circumstances.
7. Employees shall continue to abide by District policies, practices, procedures and applicable Terms and Conditions of Employment for requests of sick, vacation and other leaves of absences. If an employee becomes ill while Telecommuting, they shall notify their supervisor immediately and record on their timesheet any hours not worked due to incapacitation.
8. Employees must be accessible via telephone, email, and/or network access to their supervisor and other District employees while Telecommuting, as if working at the Central Workplace. Employees shall check their District-related business phone messages and emails on a consistent basis, as if working at the Central Workplace.
9. Employees shall work on a full-time basis, according to their assigned Work Schedule. Employees are required to maintain an accurate record of all hours worked at their Alternative Work Location. Upon the request of their supervisor, an employee should be able to provide a detailed accounting of all hours worked.

D. Employee Wages and Benefits

The duties, obligations, responsibilities, and conditions of a District employee are not changed by Telecommuting. Employee's wages, retirement, benefits, and insurance coverage remain unchanged.

The Telecommuting employee remains obligated to comply with all District rules, policies, practices, and instructions. Violations may result in preclusion from Telecommuting and/or disciplinary action, up to and including termination of employment.

Workers' Compensation benefits will apply only to injuries arising out of and in the course of employment as defined by Workers' Compensation law. The District shall not be responsible for injuries or property damage unrelated to such work activities, including injuries to third persons when said injuries occur at the Alternative Worksite. The District will not be liable for any injuries sustained by visitors or other third-persons at an employee's Alternative Worksite.

6. EQUIPMENT:

- A. Electronic equipment needed for employees to perform their work at the Alternative Worksite will be supplied by the District to the extent resources are available and based on operational need. The supervisor, Department Head, and IT Staff will discuss the equipment needed and will have sole discretion in decisions regarding equipment. Equipment supplied by the District is to be used for business purposes only and in accordance with District policies, practices, procedures and applicable Terms and Conditions of Employment.
- B. The employee is responsible for ensuring that equipment is used properly. Employees will report to their supervisor any loss, damage, or unauthorized access to District-owned equipment immediately upon discovery of such loss, damage, or unauthorized access.

- C. The District will provide for maintenance and repairs to District equipment and retains ownership of all equipment and/or licenses provided.
- D. In the event of delay in repair or replacement of equipment or any other circumstance under which it would be ineffective for the employee to telecommute, the employee will return to the District work place.
- E. All District-owned equipment issued to an employee must be immediately returned (1) when requested by the District and in good working order, (2) when the Telecommuting Agreement ends, or (3) upon employment separation. Additional equipment needed by the employee to Telework shall be supplied by the employee and at the employee's expense.
- F. Should it be required, employees may receive approval to use personal phones, computers, or other equipment for Telecommuting at the discretion of the District. Equipment supplied by the employee, if deemed appropriate by the District, will be maintained by the employee. The District accepts no responsibility for damage or repairs to employee-owned equipment and reserves the right to make determinations as to appropriate equipment, subject to change at any time. Personal equipment used for District work purposes, may be subject to applicable state and federal law.
- G. The employee must complete the Authorization to Use District Property at an Alternative Worksite (Appendix B) and thereby agree to take appropriate action to protect the items from damage or theft.
- H. The District will provide employees with appropriate office supplies (pens, paper, etc.) as deemed necessary. Employees may obtain the needed supplies when at the District worksite or facility.
- I. The District will not be responsible for costs associated with the setup of the employee's home office or Alternative Worksite, such as remodeling, furniture or lighting, nor for repairs or modifications to the home office space. Normal household expenses associated with the Alternative Worksite, such as internet services and utilities (heat, electricity, etc.) are the sole responsibility of the employee and shall be non-reimbursable.
- J. Employee's Alternative Worksite must have internet and cell service with sufficient speed/capacity to conduct work via computer and phone.
- K. Employees should seek advice from a tax advisor if they have questions concerning the tax implications of Telecommuting. The District is not responsible for substantiating any employee's claim of tax deductions for operation of a Telecommuting office used to perform District work.

7. **SECURITY:**

- A. Consistent with the District's expectations of information security for employees working at a District worksite or facility, Telecommuting employees must ensure the protection of proprietary District and customer information accessible from their Alternative Worksite.
- B. Employees shall exercise the same precautions to safeguard electronic and paper information, protect confidentiality, and adhere to the District's records retention policy,

especially as it pertains to the California Public Records Act. Employees must safeguard all sensitive and confidential information (both on paper and in electronic form) relating to District work they access from their Alternative Worksite or transport from the Central Workplace to their Alternative Worksite. Employees must also take reasonable precautions to prevent third parties from accessing or handling sensitive and confidential District information the employee accesses from their Alternative Worksite or transport from the Central Workplace to their Alternative Worksite through the use of locked file cabinets and desks, regular password maintenance, and any other measures appropriate for the job and the environment.

- C. Employees shall ensure that all official District documents are retained and maintained according to District policy and procedure in the same manner as if working at the Central Workplace.
- D. Employees must return all records, documents, and correspondence to the District upon request from the District.
- E. Employees may receive a virtual private network (“VPN”) account, as approved by the District. Employees shall take reasonable precautions to ensure their devices (e.g., computers, laptops, tablets, smart phones, etc.) are secure before connecting remotely to the District’s network and shall close or secure all connections to District desktop or system resources (e.g., remote desktop, VPN connections, etc.) when not conducting work for the District.

Telecommuting Policy

Appendices

- A. Voluntary Telecommuting Agreement
- B. Authorization to Use District Property at an Alternative Worksite

Appendix A

Voluntary Telecommuting Agreement

I, the undersigned Employee (“Employee”), have read the foregoing District’s Telecommuting Policy and this Voluntary Telecommuting Agreement (“Agreement”) in their entirety and I agree to abide by all of the terms and conditions they contain.

I understand and agree that the Agreement is temporary and time-limited, is contingent upon approval from my supervisor, the Department Head, and the General Manager. I understand that approval does not imply entitlement to a permanent change to my normal (i.e., non-telecommuting) working arrangement or a continued Telecommuting arrangement. I understand this Agreement does not change my obligation to report to my normal work location at the District if my supervisor requests that I do so.

I understand and agree that the Agreement is voluntary and may be terminated at any time at the sole discretion of the District. I understand that the District is not requiring that I telecommute as a term or condition of my employment with the District. I further understand that the District may, at any time, change any or all of the conditions under which approval to participate in the Agreement is granted, with or without notice and at the District’s exclusive discretion may modify the terms and conditions of my Telecommuting arrangement.

I understand and agree that I must keep my workspace safe and free of all hazards to person or property.

I agree and understand my duties, obligations, and responsibilities as outlined in this Agreement, in the Telecommuting Policy generally, and specifically elsewhere, are unchanged and are the same as they are in my normal working arrangement. I agree to and understand that while I am Telecommuting, I am subject to the same job responsibilities and standards of performance and productivity as if I am working at the District worksite; and all obligations, responsibilities, codes of conduct, laws, District policies, practices, procedures, and Terms and Conditions of Employment. I also understand it is my responsibility to provide adequate advance notification to my supervisor if I am unable to keep any of the agreed upon commitments and/or deliverables. If I fail to do so, I understand that the District may immediately terminate this Agreement at its sole discretion.

The Agreement is valid from _____ to _____. I understand this Agreement expires on _____ and may not continue unless the District approves a new Agreement or an extension to this Agreement in writing.

The District may rescind this Agreement at any time. I understand that in the event the District terminates the Agreement, the decision is final and there is no grievance procedure or appeal process.

I agree to the following Work Schedule while Telecommuting:

Central Workplace: The days and hours that the District expects and/or permits the Employee to be physically present at the **Central Workplace** are the following:

Day	Morning		Lunch	Afternoon		Total Hours
	Start	End		Start	End	
Monday						
Tuesday						
Wednesday						
Thursday						
Friday						

Day	Morning		Lunch	Afternoon		Total Hours
	Start	End		Start	End	
Monday						
Tuesday						
Wednesday						
Thursday						
Friday						

Alternative Worksite: The days and hours that the District expects and/or permits the Employee to be physically present at the **Alternative Worksite** are the following:

Day	Morning		Lunch	Afternoon		Total Hours
	Start	End		Start	End	
Monday						
Tuesday						
Wednesday						
Thursday						
Friday						

Day	Morning		Lunch	Afternoon		Total Hours
	Start	End		Start	End	
Monday						
Tuesday						
Wednesday						
Thursday						
Friday						

The address of the Alternative Worksite is:

Street

City State Zip Code

The phone number to reach Employee at the Alternative Worksite is:

_____.

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

Employee Name and Signature Date

Supervisor Name and Signature Date

Department Head Name and Signature Date

General Manager's Signature Date

SUBMIT THE COMPLETED AGREEMENT TO HUMAN RESOURCES

Appendix B

Authorization to Use District Property at an Alternative Worksite

TERMS OF LOAN: The District property described below is loaned to the employee named below for the mutual benefit of the employee and the District. The District property on loan to the employee is to be used primarily for official District business. Said property is subject to return at the end of the authorization period noted below. The District will not pay any transportation charges in connection with this authorization.

Employee Name		
Location of Equipment (Address, City, State, Zip)		
Computer Name	Equipment Serial No.	Equipment Description: make, model, condition of equipment

I understand that this equipment is to be used primarily for official District business, and that any personal use of the equipment will be incidental in nature. I will exercise appropriate care and caution when using the equipment and in accordance with District policies, practices, procedures and applicable Terms and Conditions of Employment. In addition, I understand that all records related to the purchase, use, and disposition of this District-owned equipment, including cell phone statements, are the property of the District and potentially subject to disclosure under the California Public Records Act.

I further understand that I am responsible for safeguarding the equipment, including any data on the equipment, and controlling its use in accordance with District policies, practices, procedures and applicable Terms and Conditions of Employment. If the District determines that there is no longer an operational need for me to possess any of the listed equipment, or if I separate from employment with the District, I agree to return all equipment on or before my last day of employment.

Employee Name and Signature Date

Supervisor Name and Signature Date

Department Head Name and Signature Date

General Manager's Signature

Date

SUBMIT THE COMPLETED AUTHORIZATION TO HUMAN RESOURCES