

EXECUTIVE ORDER



Subject:	Coronavirus 2019 Emergency Telework Program
Number	EO-20-010
Effective Date	March 13, 2020
Related to:	GO-PER-206.01 (Time and Attendance)

DISTRICT OF COLUMBIA

I. PURPOSE

As the primary law enforcement agency in the District of Columbia (DC), it is essential for the Metropolitan Police Department (MPD) to maintain continuity of operations. In light of the recent Coronavirus 2019 (COVID 19) developments, the MPD is assessing how to best ensure that our workforce is able to maintain the maximum service delivery level possible, while maintaining flexibility with our workforce. While MPD's sworn workforce is deemed essential, and will continue to report to work to respond to the needs of our residents, there are civilian employees that can continue to perform their job duties offsite through telework during this period. The purpose of this order is to provide the guidelines for MPD's COVID 19 Emergency Telework Program. Unlike routine telework, which is a part of an employee's scheduled shift, the COVID 19 Emergency Telework Program as authorized by the chief of police remains in effect until it is terminated.

II. PROCEDURES

- A. Members designated as essential employees, including all sworn employees, **are not** permitted to telework. The chief of police has determined which civilian employees are eligible for emergency telework based on their assigned job duties, and the list of eligible members has been provided to bureau heads.
- B. Bureau heads will notify eligible employees and their supervisors of employees who are eligible for emergency telework.
- C. **Prior to beginning emergency telework**, interested, authorized employees must forward through their chain of command an Emergency Telework Agreement (Attachment A) to their bureau head for approval. Approved forms shall be submitted by bureau heads to the Human Resource Management Division (HRMD) via hrm.adminbox@dc.gov **and** to the requesting employee. **No employee shall begin emergency telework until they receive approval from their bureau head.**

D. Employee Responsibilities During Emergency Telework

1. Employees must:

- a. Have the necessary personal equipment (i.e., phone, computer and internet access) to perform job duties. The Information Technology Bureau (ITB) will transfer the employee's desk phone to the alternative worksite telephone number provided by the employee on their Emergency Telework Agreement.
- b. Employees who use their personal phone or computer for telework shall ensure:

Requirements for the Use of Personal Equipment
(1) All DC government related information is stored on a DC government network drive or OneDrive and not the user's personal phone, hard drive, or removable storage device.
(2) Documents created or notes taken on a computer in the course of conducting DC government business are uploaded and saved to a DC government network drive or OneDrive and then deleted from the user's personal phone, computer hard drive, or removable storage device at the end of the work day.
(3) Emails received or sent from the DC government email system are not stored on the user's personal phone, computer hard drive, or on a removable storage device.

- c. Take every precaution to safeguard all confidential work-related information while teleworking.
 - d. Comply with reasonable requests from their supervisor or any other person in their chain of command to include participating in conference calls and attending on-site meetings or events.
 - e. Be able to report to his or her official work location within two hours upon request by their supervisor and, as required, remain at work for the remainder of the work day. Employees assigned to the ITB must be able to return to their work location within 30 minutes.
 - f. Adhere to all MPD and DC laws, regulations, and policies concerning time, attendance, and performance management in the same manner as if the work was performed on-site at an MPD office location.
 - g. Notify their supervisor immediately or within 24 hours if they become ill while participating in emergency telework and are unable to continue working. Employees unable to work due to illness shall be placed on sick leave.
- E. Supervisors shall ensure they are familiar with the requirements of this protocol, the Emergency Telework Agreement, and they shall monitor the productivity of their employees that have been approved to telework.

- F. The Human Resource Management Division (HRMD) shall maintain a list of members actively participating in the emergency telework program and provide support for the program as required.

- G. Non-essential civilian employees who are not authorized but would like consideration to telework must submit a request to the chief of police through their chain of command certifying that they have a phone, computer, and internet access and outlining their specific job duties that can be successfully performed while teleworking.

III. ATTACHMENT

Attachment A: Emergency Telework Agreement

A handwritten signature in black ink, appearing to read "Peter Newsham", with a long horizontal flourish extending to the right.

Peter Newsham
Chief of Police

PN:KDO:MOC

**GOVERNMENT OF THE DISTRICT OF COLUMBIA
METROPOLITAN POLICE DEPARTMENT
EMERGENCY TELEWORK AGREEMENT**

This Emergency Telework Agreement is in effect between the Metropolitan Police Department (MPD) and

(Employee Name, Grade, and Position Title)

This Agreement will be in effect during MPD's Coronavirus 19 (COVID 19) Emergency Telework Program EO-20-010 (Coronavirus 2019 Emergency Telework Program), effective date March 13, 2020.

This Agreement is not a substitute for the standard telecommuting agreement [DCSF 12-02].

Employees who are authorized for emergency telework are required to perform regular or newly assigned duties from an alternate work site as designated by the chief of police or his designee. The employee agrees that work shall be performed in accordance with District of Columbia (DC) government and MPD policies and procedures including, but not limited to, those related to information security, personal safety, and standards of conduct.

I. TERMS

1. The employee will receive and complete assignments as directed.
2. The employee understands that he or she must be capable of responding to any work-related voice mails or electronic mails as he or she would during their normal work day.
3. The employee will apply approved safeguards to protect MPD and DC government records from unauthorized disclosure and damage, and, at their alternative worksite, the employee will comply with applicable privacy requirements set forth in DC law, personnel regulations, and MPD policies and procedures.

II. COMPENSATION AND BENEFITS

1. The employee will continue to work in a pay status while working at the alternative worksite. All salary rates and leave accrual rates will remain as if the employee had performed all work at the central worksite.
2. The employee understands that overtime work must be approved in advance by the employee's supervisor. If the employee works overtime that has been approved in advance, the employee will be compensated in accordance with applicable DC personnel regulations, laws, orders, MPD policies, and any applicable collective bargaining agreement.
3. The employee must obtain supervisory approval before taking leave in accordance with established MPD procedures. By signing this Agreement, the employee agrees to follow the MPD's procedures for requesting and obtaining approval of leave.

III. EQUIPMENT

1. If the employee provides equipment, the employee is responsible for servicing and maintaining that equipment.
2. Neither the MPD nor the DC government will be liable for damages to the employee's personal or real property during the course of performance of official duties or while using DC government equipment at the alternative worksite.

**GOVERNMENT OF THE DISTRICT OF COLUMBIA
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EMERGENCY TELEWORK AGREEMENT**

- Neither the MPD nor the DC government will be responsible for operating costs, home maintenance, or any other incidental cost (e.g., utilities) associated with the use of the employee's residence as an alternative worksite.

IV. INDEMNIFICATION

The employee shall indemnify and hold harmless the DC government, its employees, agents and officers from any and all liability for personal injury or any claim for compensation whatsoever, except for any of the employee's injury(ies) covered by the DC Disability Compensation Program, which action or claim may be filed against the DC government, its employees, agents or officers, arising from any incident that occurs while the employee is working at any alternative worksite. This indemnification provision shall be null and void in the event the employee is not approved for participation in the Emergency Telework Program.

V. INITIATION AND TERMINATION OF AGREEMENT

- The employee agrees to satisfactorily complete any required training for the Emergency Telework Program.
- The employee agrees to adhere to this Agreement and all other applicable MPD and DC government personnel laws, guidelines, orders, and policies.
- The signature of the chief of police or his or her designee below indicates MPD's concurrence with the employee's participation in the Emergency Telework Program.
- MPD may terminate the employee's participation in the Emergency Telework Program at any time for reasons that include, but are not limited to, the employee's performance and MPD's organizational and/or operational needs.
- By signing below, the employee acknowledges review of EO-20-010 (Coronavirus 2019 Emergency Telework Program), effective date March 13, 2020.

VI. ALTERNATIVE WORKSITE INFORMATION

Employee's Desk Phone Number: _____

***Note – the Information Technology Bureau (ITB) will forward the employee's desk phone number to the phone number designated below for the alternative work site.**

Employee's Alternative Worksite Address and Telephone Number:

(Address)

(City, State, and Zip Code)

(Phone Number)

**GOVERNMENT OF THE DISTRICT OF COLUMBIA
METROPOLITAN POLICE DEPARTMENT
EMERGENCY TELEWORK AGREEMENT**

SIGNATURES

I confirm possession of the necessary personal equipment (i.e. phone, computer and internet access) to perform job duties while teleworking.

I confirm that while teleworking, I can report to my official work location within two hours upon request by my supervisor and, as required, remain at work for the remainder of the workday. (Employees assigned to the ITB must be able to return to their work location within 30 minutes.)

By signing this Emergency Telework Agreement, the parties agree to abide by all of the terms and conditions of this Agreement.

EMPLOYEE: _____

Print Name: _____ Date: _____

SUPERVISOR: _____

Print Name: _____ Date: _____

BUREAU HEAD: _____

Print Name: _____ Date: _____