

## **Remote Work Requirements and Guidelines**

*These Remote Work Requirements and Guideline are intended to work in tandem with the Remote Work Policy.*

### **I. ELIGIBILITY**

An employee is eligible for remote work with the approval of his/her Department Head, and Human Resources Director, and Town Administrator, provided the employee's job requires minimal direct supervision and face-to-face interaction or where such interaction can be scheduled successfully to permit remote working. Each remote work assignment should be reviewed for costs and benefits, such as the nature of the job, equipment requirements and expected results. The remote work assignment should not create undue costs, risk, or hardship to the Town or Department's operations as determined by the Department Head and Human Resources.

Supervisors shall use the following guidelines in selecting employees for remote work:

1. The employee can accomplish his/her job without being on the premises for an agreed upon portion of his/her regular work schedule without detrimental impact on the productivity of the Department.
2. Clear work objectives can be set, tasks can be clearly defined, and results can be measurable.
3. If not first available from the Town, the employee can provide the appropriate equipment in the remote work site including, at minimum, a telephone, a computer that has internet access and is compatible with Town software including the Town's preferred cloud applications, and other equipment as appropriate to the employee's job.
4. The employee shall have demonstrated, to the supervisor's and department head's satisfaction, his/her capability to work productively without direct supervision. Indicators include consistent high performance, a positive attitude toward assigned work, self-motivation, and no relevant discipline problems in the employee's work history.
5. The employee shall have indicated a willingness to participate in remote work to the supervisor.
6. The employee has completed any probation periods for his/her position or has demonstrated successful competency in the essential functions of his/her position.

## **II. REQUIREMENTS**

### **Prior Authorization**

Employees must discuss a potential Remote Work Agreement with their Department Head and supervisor prior to filing an application. Employees are not authorized to remote work without prior approval of their supervisor and department head. Only **after** receiving prior approval could the employee be assigned Routine Remote Work.

### **Departmental Policies**

Each Town department is responsible for determining the positions within the department that are appropriate for remote work and for developing department specific policies on remote work to supplement this Program as necessary. All such positions and type of remote work must be approved through Human Resources to ensure fairness and consistency across the organization.

### **Remote Work Agreement for Routine Remote Work**

1. Routine Remote Work may be permitted for employees only under the terms of a written Remote Work Agreement (attached). The Remote Work Agreement may require modification by the Human Resources Department to fit individual employee circumstances.
2. Remote Work is not an employee right nor do employees have any property interests in remote work. Remote Work Agreements shall be entered into voluntarily by both the employee and the Town. Either the Town or the employee may discontinue the remote work arrangement at any time and for any reason. In no circumstances are employees entitled to due process related to any Town decision on Remote Work issues, including approvals or denials, or a Town decision to discontinue a Remote Work Agreement.
3. The Remote Work Agreement must clearly outline the following:
  - (a) Remote Work schedule: The employee's work schedule shall be outlined and be in compliance with wage and hour laws and the Town Personnel Policies. Employees are expected to be available during core business hours unless otherwise specified.
  - (b) Location: The primary location of the remote work site must be stated in the Remote Work Agreement, indicating whether it is a home office or elsewhere. If the primary location changes (either permanently or temporarily) the employee must inform their supervisor and discuss any implications on accessibility or changes to work capability.
  - (c) The supervisor, acting through the Department Head, must consult with Human Resources if there is any question regarding the appropriateness of the location as a remote work site.

- (d) Accessibility: The means by which the employee can be reached during off-premises work. This must include at least *two* methods of accessibility (i.e., mobile #, home phone #, email, etc.)
- (e) Evaluation: The criteria that will be used to evaluate the success of the remote work assignment, how often the remote work assignment will be evaluated. At a minimum, the Remote Work Agreement must be evaluated by the supervisor with the employee on a semi-annual basis, but it is encouraged that the evaluation occur on a quarterly or monthly basis. This evaluation is in addition to the regular and consistent monitoring of the employee's remote work assignments.
- (f) Use of Town resources: Any Town-owned resources the employee will use off- premises and the terms and conditions under which such resources will be used.
- (g) Use of employee's resources:
  - Any employee resources that will be used and the costs that will be compensated by the Town. Generally, however, the Town does not reimburse costs associated with remote working and any reimbursements must meet the requirements outlined below.
  - Employee must sign an acknowledgement that usage of their personal property is subject to public records law, as well as other state and federal laws, such as Health Insurance Portability and Accountability Act (HIPAA), that may require the employee to grant the Town full access to their personal property for inspection and duplication of the information contained in the property.

### **Ad Hoc Remote Work**

1. In *unplanned and temporary* situations for short-term accommodation the Town/ Department Head can exercise discretion in determining whether an employee can accomplish at least some part of their duties from the remote work site in such a situation. The Department Head may approve Ad Hoc Remote Work to allow employees to work at home or other locations for reasons that are inclusive of the policy's purpose.
2. Ad Hoc Remote Work may be permitted with the authorization of the employee's Department Head. The terms of Ad Hoc Remote Work shall be clarified in a written agreement.
3. Ad-hoc remote work cannot become Routine Remote Work.

## **Terms of Employment**

Remote Work does not otherwise alter the basic terms and conditions of employment including wages, overtime compensation, insurance benefits, paid leave, salary reviews, workers compensation, etc. Town and departmental policies, rules, and practices shall apply at the remote work site.

## **Work Hours and Accessibility**

### **1. Work Hours and Scheduling**

- (a) Remote Work arrangements must comply with any applicable state and federal laws including wage and hour laws which regulate the payment of overtime for non-exempt employees.
- (b) Employees must receive advance approval from their Department Head for any overtime work or flexing of their remote work schedule. Employees must also report to their supervisor any absences from duty during remote work hours in the same manner as if they were scheduled to be at their assigned on-site location.
- (c) Employees will not be paid for travel between the remote work site and the employee's official (on-site) workplace.
- (d) If the Department Head is not satisfied with the remote work performed (quality and/or quantity) they may require a portion of the remote work to be used as PTO.

### **2. Adequate Time in Office**

- (a) The amount of time spent remote working during a work week may vary according to each job, equipment needs and the individual Remote Work Agreement. The remote work schedule must allow adequate regular office time for meetings, access to facilities and supplies, and communication with other employees and with customers.
- (b) In-person business meetings shall not be held at a remote work site.
- (c) Remote Work shall not adversely affect customer service or delivery, employee productivity, or the progress of an individual or team assignment.
- (d) Remote Workers may be requested to attend "short notice" meetings. When possible and effective, telephone conference or video conferencing may be offered as an alternative to in-person attendance.

### 3. Accessibility

- (a) Remote Workers will maintain accessibility via telephone, email, video and/or text during agreed upon work hours or specific core hours of accessibility as required by the Town.
- (b) The employee shall promptly notify the supervisor when unable to perform work assignments due to equipment failure or other unforeseen circumstances. Supervisors may reassign employees to another project and/or work location in the event of equipment failure.
- (c) It is the employee's responsibility to ensure that he or she is fully accessible during work hours and able to complete work assignments on time.

### **Town-Owned Equipment**

- 1. If Town equipment is used for remote work, the employee must exercise the same reasonable care for the equipment as would be expected in any Town work site.
- 2. Town equipment and/or software may not be used by other household members or any other non-Town employees. Town owned software may not be duplicated.
- 3. A list of the Town-issued equipment should also be attached to the Remote Work Agreement and updated as needed.

### **Employee-Owned Equipment**

- 1. If Town-issued equipment is not otherwise available, remote workers may use their personal computer equipment and/or software for remote working purposes, provided that it is compatible with the Town's configuration.
- 2. The employee will be responsible for the maintenance of his/her equipment and software, and for ensuring that his/her software is free of viruses. Employees must follow approved policies and practices with regard to protecting data. Remote Workers are encouraged to contact CM Geeks (1-855-264-3357) for consultation on appropriate hardware and software to minimize the chances of data theft or corruption.
- 3. The Town will not be responsible for damages or losses that occur to the employee's equipment and real property resulting from the remote work process.
- 4. Information produced by remote workers in the pursuit of Town business is subject to public record requirements regardless of the ownership of equipment used. Employees may be required to provide the Town with full access to their personal computer and property for the Town to respond to record or information requests, subpoenas, court or administrative orders, and investigations.

## **Remote Work Product and Records**

1. Work done on behalf of the Town at the remote work site is considered official Town business. Products, documents and records used by/or developed while remote working shall remain the property of the department and the Town and are subject to Department and Town rules regarding confidentiality, disclosure, and records retention requirements.
2. Release or destruction of any public records must only be done at the official workstation and only according to Town policy, or State statutes, and regulations. The remote worker must adhere to confidentiality requirements of all data and records.
3. Remote Workers must seek advance approval from their supervisor before removing supplies or equipment from Town premises to take to a remote work location. To every extent possible, employees should use electronic versions of files when working remotely. Only copies of official public records should be taken to a remote work location. Original public records should remain in the office, and copies should be properly disposed of when no longer needed. Any such items should be promptly and securely returned to Town premises as soon as the remote worker has completed the assignment that required the usage of the item at the remote work site. Supervisors and remote workers are responsible for maintaining an inventory of items that remote workers remove from Town premises and take to a remote work site.

## **Workplace Health and Safety**

1. The Town's responsibility and accountability for employees' health and safety while working at a Remote Work Site is essentially the same as that when employees work in their assigned Town work location. For this reason, employees are required to maintain a designated work area at home or other approved Remote Work Site.
2. It is the responsibility of the employee to ensure proper ergonomic health while at a remote work site. Employees may contact Human Resources for general guidance on ergonomic health. If employees have concerns about being able to safely utilize their own equipment or remote work site arrangement, they must notify their supervisor and immediately cease the remote work agreement until a solution can be identified.
3. Worker's Compensation:
  - a. Standard worker's compensation practices apply, and employees are covered by applicable laws for illness or injury occurring during the course and scope of work. If injured while working remotely, the remote worker must report the injury to HR and their supervisor immediately, following standard Town reporting procedures.

- b. The Town does not assume responsibility for injury to any persons other than the employee at the employee's residence or alternate workspace within it, or any other Remote Work Site.
- c. Compensability of all workers' compensation claims are thoroughly investigated by the designated insurer. Depending on the nature and the severity of the injury, an on-site investigation may be initiated immediately upon notification. The on-site investigation will be performed by a representative of the Town's insurer.
- d. Employees are principally located in the Commonwealth of Massachusetts. Employees who remote work in another State follow standard Town reporting procedures and file any claims in the Commonwealth of Massachusetts, regardless of the state in which the illness or injury occurred.

### **No Reimbursable Expenses**

- 1. Any variable expenses accrued as a result of the employee choosing to remote work will be borne by the employee.
- 2. The Town will *not* reimburse an employee for expenses related to an internet connection for the remote work site. To the extent possible, employees should arrange their schedule to print documents while physically at their official workplace.
- 3. Supplies required to complete assigned work at the remote work site shall be obtained from the Town during the remote worker's in-office work periods.

### **Employee Computer Security**

- 1. Employees shall never put the Town at risk of security or data breaches due to a remote work agreement. If an employee knowingly has a lapse in security on their personal device, software, network or internet connection, and continues to work remotely, they may be subject to progressive disciplinary action, up to and including termination.
- 2. If employees have any concerns about the security of their personal device, network or internet connection, they should immediately refrain from working remotely and consult with CM Geeks (1-855-264-3357)
- 3. If employees engage in remote work that is covered by HIPAA, they shall adhere to Town privacy and security policies and, as well as any Department guidelines or procedures.