

## Town of Dudley Telework Policy

### Purpose:

The Town of Dudley (the “Town”) is committed to fostering a flexible workplace environment that recognizes employees’ ongoing navigation of career and life responsibilities. A work flexibility arrangement, referred to as “Telework” under this Policy, is an arrangement under which an employee performs all duties and responsibilities of such employee's position, and other authorized activities, from an approved worksite other than a Town worksite.

The Town, through this Telework Policy (the “Policy”), is providing eligible Town employees with the opportunity to work remotely. This option is available to employees within certain departments that can perform official Town business operations while working from an alternate work location. Telework can be a viable option if work can be performed remotely with the same level of services and efficiency as performed onsite.

The purpose of this Policy is to implement guidelines to enable a consistent application of Telework practices across Town departments, to ensure the security of Town information and systems, support continuity of operations planning, and sustain the hiring and retention of a highly qualified workforce by enhancing work/life balance. Any Telework arrangement must be approved in advance by the employee’s Department Head and the Town Administrator, and may be discontinued at any time at the discretion of the Town.

### Principle:

Flexibility is the key principle of Telework. Flexibility in the workplace, a business principle widely used to manage people, time, space, and workload supports the Town’s goals related to employee recruitment, retention, and sustainability, employee excellence and well-being, and overall financial savings for the Town.

**1. Types of flexibility:** The Town offers different types of workplace flexibility (see Section A of this Policy, entitled “Work Schedule,” under Telework Guidelines), recognizing that not all forms of flexibility are applicable to all positions, or are a good fit for the specific skills of all employees.

Flexibility ultimately depends on the Department’s goals and specific employee functions, skills, and responsibilities.

**2. How to manage flexible work:** Departments are encouraged to have open dialogues regarding flexible work and integrate the concept as part of the workplace environment, as appropriate. The determination of whether an employee is eligible to participate in a flexible work arrangement shall be made at the discretion of the Department Head, on a case-by-case basis, considering the needs of the Department, with the approval of the Town Administrator. Telework Agreements, described below, should be reviewed on a consistent basis and modified as necessary.

All approved flexible work arrangements must be in writing on a Telework Agreement Form (the “Agreement”) signed by the employee, the Department Head, and the Town Administrator.

**3. What to do when issues or concerns occur:** If an employee has an issue or concern regarding a decision made under this Policy, it should first be brought to the attention of the Department Head for resolution. If the matter cannot be resolved, the employee may consult with the Town Administrator.

## **Eligibility:**

This Policy is for all non-union and union personnel, unless otherwise stated in a Collective Bargaining Agreement.

To be eligible to participate in Telework, employees must be employed with the Town for a minimum of 90 days. Exceptions to this requirement may be granted by the Department Head, with the approval of the Town Administrator.

Employees must meet work expectations, fulfill the duties of their job description, have no recent history of performance or disciplinary issues, including verbal or written warnings, and have no record of sick time abuse to be eligible.

### **A. Suitable Position and Assignments**

Full-time, part-time, seasonal or temporary positions may be eligible to participate in Telework. The nature of the work performed, and services provided must be considered in determining whether Telework is an option for a particular position. Whether a position is suitable for Telework will be made at the discretion of the Town Administrator upon recommendation of the Department Head and will be evaluated on an individual basis considering the following criteria:

1. Some, or all, of the job functions are portable, or can be accessed electronically, and therefore can be performed effectively while working away from the primary work location. The work does not require access to equipment or materials that cannot be removed from the primary work location.
2. The employee's participation in the Telework program will not adversely affect the Department's ability to meet and/or exceed customers' (public) needs.
3. The position does not require daily unscheduled face-to-face contact with other employees or the public at the primary work location. The employee has the ability to set up meetings with other employees, supervisors, or customers at the primary work location.
4. Positions with established metrics that can be met in a Telework environment.
5. Availability of an appropriate remote workspace free from frequent interruptions during the employee's work hours
6. Other factors as the Department Head and/or Town Administrator deem relevant in their discretion.

### **B. Employee Performance**

Employees suited for Telework need to possess several attributes which indicate they can work well and meet job expectations with this type of work arrangement:

1. Solid performer who knows the duties of the job and the Department's standards and expectations.
2. Be able to work independently without close supervision and fulfill job duties and expectations.
3. Have the ability to prioritize work effectively and utilize good time management skills.

4. Be reliable, disciplined, and self-motivated with a high sense of responsibility in accomplishing work assignments.
5. No recent history of performance or conduct issues, including, but not limited to sick time abuse.

### **C. Employee Requirements**

Must comply with Town's Telework Policy, as updated, and any related procedures, guidelines and regulations.

Remain accessible to customers, co-workers, and supervisors, and provide seamless customer service, consistent with the employee's job duties.

Plan and organize job tasks for Telework for efficiency and productivity.

Request approval from Department Head and Town Administrator prior to incurring any overtime.

Develop proficiency in the use of the technology required for telework.

Adhere to the provisions in the Telework Agreement.

## **Telework Guidelines:**

### **A. Work Schedule**

#### **Forms of Flexibility:**

Telework Agreements provide flexibility by allowing employees to work from a location other than the Town's offices for all or part of their scheduled work hours.

An employee may also request to work a different work schedule than their Department's typical schedule although the work schedule will typically include working core hours set by the Department. A flexible work schedule does not alter the total number of hours per work the employee works.

Another flexible scheduling option allows an employee to begin or end their workday within a certain range of time. For instance, a Department Head may determine it is critical for the job functions of an employee to be working between the hours of 9:00 a.m. and 3:00 p.m. and may permit an employee to arrive anytime between 7:00-9:00 a.m., and work until the hours assigned for that day are complete. Employees may also seek to work non-consecutive hours or a compressed schedule, e.g., working four (4), 10-hour days rather than five (5), 8-hour days for a 40-hour per week employee.

### **B. Procedures**

Outlined below are the basic procedures for requesting a Telework arrangement. Employees seeking approval for a Telework Agreement shall first submit a proposal (see Telework Agreement Request Form) to the Department Head for review. If approved, the Department Head and employee shall complete a Telework Agreement, which shall be reviewed, signed, and forwarded to the Town Administrator for their approval. Once a Telework Agreement is approved, the Department Head, or Designee, shall routinely review the Telework Agreement and make adjustments to address concerns/challenges. An initial review shall be scheduled within thirty (30) days of the effective date of the Telework Agreement; thereafter, reviews must be scheduled routinely and at a minimum shall be conducted annually, although they may occur more frequently. If a Department Head decides to deny a request for a Telework Agreement, they should work with Town Administrator to notify, in writing, the employee of the denial and reasons thereof.

Any proposed modifications to a Telework Agreement are subject to the approval of the Department Head and Town Administrator.

#### Telework Agreement

A clearly defined schedule of work hours, including specific work hours and break times, must be set prior to the employee starting to Telework. The expectations of an employee's availability and scheduled work hours shall be detailed in the Telework Agreement. Employees are not authorized to work during pre-approved break times. The total number of hours that an employee works in a workweek shall not be affected or altered by Teleworking.

For non-exempt employees, hours of work beyond the authorized workweek and any overtime require prior approval and will be compensated according to state and federal law.

#### **C. Work Expectations**

When Teleworking, employees must be available and accessible during work hours to internal/external customers, employees in their Department, any managers or supervisors, the Department Head and any other individuals they would reasonably expect to be in contact with if they were working onsite. During Telework hours, an employee is required to participate in scheduled meetings via teleconference; however, there may be times when teleconference is not appropriate, and the employee shall arrange to be at the primary work location during the employee's Telework hours. Notwithstanding the terms of the Telework Agreement, at a Department Head's discretion, an employee may be required to report to the primary work location, or other designated locations, at any time for any task related to the employee's job duties and functions.

Teleworkers are subject to the same work expectations and job performance competencies as if the employee were at the Town worksite. Employees are expected to provide the same level of customer service, work outcomes, and quality of work while teleworking. Time spent and work accomplished from a remote location should appear seamless to customers.

#### **D. Confidentiality**

Employees must maintain appropriate confidentiality of all work-related information, including written documents, electronic files, and verbal communication. Any work performed at the Telework location is considered official Town business. If an employee requires hardcopy confidential information at the Telework location, they shall first obtain approval from the Department Head or data owner, and once said information has been transferred to the Telework location use best efforts to store said information temporarily. Electronic files and automated records must be safeguarded to protect unauthorized disclosure or damage. Steps employees must take to secure confidential information include, but are not limited to, using locked file cabinets and desks, regular password maintenance, and any other steps appropriate for the job and the environment.

Employees must store all protected health information, Personally Identifiable Information (PII), and confidential records in a secure location. Any verbal communication of confidential work-related information should be conducted in a private area.

Confidential information shall not be downloaded to a local laptop or workstation or placed in the Cloud. Printing of confidential Town materials in the remote telework location should be done in a secure manner.

Documents shall not be maintained at a Telework location any longer than is reasonably necessary to complete the associated task.

Breaches of information security, whether by accident or design, while Teleworking, must be reported to the employee's Department Head and IT immediately.

#### **E. Work Space**

Employees are responsible for designating an appropriate workspace for the purpose of performing work for the Town. Notice of such designated work space shall be given by each employee to their Department Head prior to the approval of the Telework Agreement.

The workspace must be sufficient for the employee to perform the requirements of the job, including appropriate furniture, equipment, supplies and lighting. The remote work location must be safe and free from hazards, including ensuring the location is in compliance with all applicable building codes. The Town is under no obligation to maintain or repair any structure at the Telework location. Employees are not permitted to conduct face-to-face meetings at the Telework location without the specific prior approval of the employee's Department Head.

Employees shall apply approved safeguards to protect all Town records, including confidential documents as mentioned above, from unauthorized disclosure or damage and shall store all said documents in a secure location.

Each employee shall notify the Town immediately of any injuries sustained during hours of work in the designated work space. Each employee shall maintain adequate and reasonable liability insurance on the premises where the telework will take place.

#### **F. Work-Related Travel**

Employees shall provide the Department Head, Designee, or direct supervisor with as much advance notice as possible when scheduling meetings or attending to other obligations that require traveling to another location on foot or via motor vehicle during scheduled work hours.

#### **G. Equipment, Technology and Supplies**

The decision to purchase new equipment or supplies for a Telework location is at the discretion of the Town and is contingent upon the availability of funding to support the request. All such requests shall be discussed with the Department Head prior to initiating a Telework Agreement.

All equipment, supplies or other property provided by the Town remain property of the Town. Employees must take reasonable and prudent precautions to protect Town equipment against damage, loss, or abuse while in the employee's custody. Use of Town equipment is governed by the Town of Dudley Computer Usage Policy and any other applicable policies. Town equipment is serviced and repaired by IT at Town facilities; support technicians will not travel to a Telework site. Only Town approved software shall be downloaded on Town equipment

The Teleworker must immediately notify IT of any Town allocated equipment that malfunctions.

The Town accepts no responsibility for damage, repairs or maintenance to employee-owned equipment.

Employees who are approved to Telework must maintain internet service at their own expense and have a phone. Teleworkers are prohibited from using their home computer for Town-related work unless the Town's secure remote access tools are used. For all Town-issued laptops, employees must bring the laptop onsite, when requested by IT, for updates and security patches. If equipment needs to be serviced or repaired, the

employee must contact IT to coordinate services. Employees shall bring the equipment to a Town building location for service.

Town equipment must be used for official Town business only. Unauthorized persons are prohibited from using Town equipment. Employees may not use Town equipment for unlawful purposes or for work for other employers. Any products, including technologies, applications, software and other intellectual property, developed by an employee Teleworking are the property of the Town.

Employees will be responsible for transporting and installing the equipment at the Telework location. Lost, stolen, or compromised devices must be reported immediately to IT and the Department Head immediately.

The Teleworker must safeguard access to Town systems. A Town-issued laptop computer, used to connect remotely, is subject to scanning by the Town to check for performance issues and general compliance with Town technology standards.

#### **H. Expenses**

The Town shall not be liable for lease or use expenses because of Teleworking. Other expenses not specifically covered will be dealt with on a case-by-case basis, taking into account the reasonableness of the expense. Employees cannot be assured of reimbursements for expenses not approved in advance.

#### **I. Town Policies and Procedures**

Compensation and benefits including hours of work, leave, and overtime will remain the same for Teleworkers as for all other employees.

All personnel regulations and other applicable Town, state and federal regulations, policies and procedures apply to Teleworkers. This includes policies and procedures that address employee standards of conduct, the privacy and protection of information, electronic and e-mail use policies, responsibility for proper use and care of Town-owned equipment, and Town liability for on-the-job injuries.

#### **J. Liability**

The determination of compensability for remote work site injuries shall be determined like any other off site location for purposes of Workers' Compensation. Employees must notify their Department Head immediately of any accident or injury that occurs at the alternate work site that arises out of and in the course of their employment and comply with Town policies covering on-the-job injury. The Town will not be liable for injuries occurring during scheduled Telework hours if the employee is conducting personal, non-work-related activities. Employees understand that the Town will not be liable for any injuries to third parties or for damages to an employee's personal or real property while the employee is working at the alternate work site.

Information on the Teleworker's laptop or workstation may be subject to the Massachusetts Public Records Law and subpoena requests.

The Town will not be liable for any damages to the employee's property that results from participation in the Town's Telework program. The Town will not be responsible for operating costs, home maintenance, or any incidental cost (e.g. utilities) associated with the employee's use of their residence for telework for the Town.

#### **K. Dependent Care**

Telework is not a substitute for childcare or other dependent care responsibilities. If a child or dependent who would normally require child or other dependent care is present during scheduled Telework hours, the employee shall make other arrangements for the care of the child or dependent.

#### **L. Inclement Weather and Emergency Events**

When an employee is Teleworking during inclement weather or emergency events, they are subject to department essential staffing requirements. An employee who is Teleworking may be required to come to the primary work location during adverse weather or emergency events.

In addition, Telework employees may be required to work under the Department's Continuity of Operations Plan (COOP).

#### **M. Telephone or Internet Service Outage**

In the event of an outage impacting telephone or internet service at the Telework location, the employee should contact their supervisor to discuss whether to report to the Town primary work location, work from an alternate telework location, work on assignments not impacted by loss of service, or take Personal Time Off ("PTO") for the time when work cannot be performed.

#### **N. Modifying, Renewing and Terminating a Telework Agreement**

Exceptions to an employee's regular Telework schedule, such as adding or changing Telework days, must be approved by the Department Head in advance, when possible.

A Telework Agreement will be reviewed when an employee's job role, work assignments, or Department Head change. Telework Agreements are not automatically transferred from one position or Department Head to another. Telework Agreements must be reviewed and renewed annually to ensure there is a continued benefit to both the Town and employee.

The Town Administrator, in their sole discretion, shall have the authority to modify any portion of a Telework Agreement.

Either party may terminate a Telework Agreement at any time, without cause. Generally, fourteen (14) days' notice of said termination should be provided unless not reasonably feasible or the Town agrees to a shorter notice period. Termination of a Telework Agreement by a Department Head or the Town Administrator is not eligible for appeal.

#### **O. Compliance with Policy**

Failure to comply with any requirement of this Policy may lead to the cancellation or modification of any Telework Agreement and/or discipline, up to and including termination from employment.

**Effective:** This Policy shall be adopted upon vote of the Board of Selectmen and notification to all affected boards, commissions, departments, and employees, pursuant to Town Bylaw.