



TOWN OF NEEDHAM

REMOTE WORK PROGRAM POLICY AND PROCEDURES

Policy #428

I. PURPOSE AND SCOPE

The Remote Work Program (RWP) is a management tool that may be used to increase productivity and morale of employees, boost efficiency in the use of space, reduce operational costs, lessen the environmental impact of vehicle travel, and accommodate special needs of employees.

The Town of Needham encourages the use of the RWP where it will be to the mutual benefit of employees, the Town, and the Town's stakeholders. The RWP is not an employee benefit intended to be available to all Town employees, rather, it is a work option used at the supervisor's discretion, such as flexible work schedules and alternate work schedules. The purpose of this program is to define remote work guidelines and procedures.

II. APPLICABILITY

This Policy applies to all full-time and regular part-time non-represented employees of the TOWN OF NEEDHAM (the "Town"), excluding those employees under the supervision and control of the School Committee. Employees subject to Collective Bargaining Agreements (CBA) are subject to the policy only if adopted as specified in CBA.

III. DEFINITIONS

AD HOC REMOTE WORK: Identified as occasional remote work from various locations.

OFFICIAL WORKSITE: The employee's primary non-remote work location as assigned by the employee's supervisor that is in most cases, if not all, located within a Town-owned building.

REGULAR OFFICE HOURS: The agreed upon set of hours during the day when the supervisor and co-workers can always communicate with the remote worker.

ROUTINE REMOTE WORK: Remote Work which is a regular and recurring part of an employee's work schedule.

REMOTE WORK: Mutually agreed upon work arrangement between the Town and the employee where the employee performs work at an alternate worksite on specified days and retains flexibility as necessary to meet the needs of the work unit.

REMOTE WORK AGREEMENT: A written agreement between the Town and the employee outlining the work schedule, duties, and performance standards for the remote working employee.

REMOTE WORK SITE: A workplace other than the employee's regular work location that is approved by the employee's supervisor as suitable for remote working.

IV. ELIGIBILITY

(A) An employee is eligible for remote work with the approval of his/her supervisor and the Department Director provided his/her 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 Supervisor and Human Resources.

(B) 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 work group.
- 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, such as Citrix, Microsoft OneDrive and Microsoft Teams, a suitable workspace, and other equipment as appropriate to the employee's job.
- 4) The employee shall have demonstrated, to the supervisor'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.

V. POLICY

(A) Prior Authorization

Employees are not authorized to remote work without prior approval of their supervisor. If employees are assigned Routine Remote Work, employees must also receive prior written approval by their Department Director or designee.

(B) 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.

(C) Remote Work Agreement for Routine Remote Work

- 1) Routine Remote Work will 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 (HR) 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, and all such decisions are not grievable.
- 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, Town Personnel Policies, and any applicable collective bargaining agreement. 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, include 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 must consult with HR and the Department of Information and Technology (ITC) 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.

- (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 an 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:
 - (1) 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 in Section (K) below.
 - (2) 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.

(D) Ad Hoc Remote Work

- 1) In unplanned and temporary situations for short term accommodation the Town/supervisor 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. Supervisors 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 will be permitted with the authorization of the employee's supervisor. The terms of Ad Hoc Remote Work may be clarified in a written agreement.
- 3) If an employee performs remote work on a regular rather than on an occasional basis, the remote work then becomes Routine Remote Work and a Remote Work Agreement must be entered into.

(E) Terms of Employment

- 1) 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.
- 2) Town and departmental policies, rules, and practices shall apply at the remote work site.

(F) Work Hours and Accessibility

1) Work Hours and Scheduling

- (a) Remote Work arrangements must comply with any applicable collective bargaining agreement and 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 supervisor 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 duty station.
- (c) Employees will not be paid for travel between the remote work site and the employee's official workstation.

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, 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.

(G) 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 except as authorized in writing by ITC.
- 3) A list of the Town issued equipment should also be attached to the Remote Work Agreement and updated as needed.

(H) 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 and approved by ITC.
- 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 in accordance with the guidelines set forth by ITC. Employees must follow approved policies and practices with regard to protecting data. Remote Workers are encouraged to contact ITC 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.

(I) 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.

(J) 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) Ergonomic Training

(a) 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 the 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 Third-Party Administrator. 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 Human Resources staff or an investigative service provider acting under the control of the Third-Party Administrator.

(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 State of Massachusetts, regardless of the state in which the illness or injury occurred.

(K) 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 at their official workstation.
- 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.

(L) Employee Computer Security

- 1) ITC will maintain a list of resources, required security guidelines, and a self-assessment checklist for employees to use to help secure their home computer.
- 2) 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.

If employees have any concerns about the security of their personal device, network or internet connection, they should refrain from working remotely immediately and consult with IT.

- 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.

VI. PROCEDURES

- (A) The employee and his or her supervisor will collaborate to create a mutually suitable Remote Work Agreement including the tasks or scope of work to be completed at the remote work site, the time frames for completion, and how work will be reported and evaluated. Both parties sign the agreement and submit it to the Department Director or his/her designee. Once the agreement has received the necessary approval, a copy of the agreement will be placed in the employee's personnel file.
- (B) The supervisor shall contact ITC for any technical support needs of the remote worker.
- (C) Employees and supervisors who participate in a Remote Work Agreement are expected to educate themselves on what their responsibilities are regarding Remote Work.

VII. TERMINATION OR SUSPENSION OF A REMOTE WORK AGREEMENT

- (A) Remote Working is a privilege rather than a universal employee benefit or right. The Town has the right to offer remote work to an employee and to unilaterally terminate a Remote Work Agreement at any time. Employees do not have a property interest in Remote Work. 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, and all such decisions are not grievable.

- (B) Remote Work is a voluntary program. Employees may decline remote work if the option is presented. The employee may also discontinue the arrangement at any time, unless otherwise specified in the Remote Work Agreement.
- (C) Remote Work may be temporarily suspended due to the Town's operational needs.
- (D) Supervisors should monitor the work environment for any negative effects a remote work assignment may have on the workload or morale of the co-workers of the remote worker and may need to suspend or terminate the remote work assignment to ensure equal workloads and harmonious relations amongst staff.

VIII. EXCEPTIONS

The Town Manager has the discretion to make exceptions to this Policy in the best interest of the Town, such as during declared emergencies or other unique situations mandating remote work outside of a pre-approved agreements.

IX. REMOTE WORK AGREEMENT

Town of Needham – Remote Work Program, Policy #426
Pre-Certification of Remote Work Agreement (RWA)

| | | | |
|--|---|---|--------------------------|
| Employee Information | | | |
| Employee Name: | | Position: | |
| Bargaining Unit: <input type="checkbox"/> Non-Rep <input type="checkbox"/> ITWA | Employment Status: <input type="checkbox"/> Full-Time <input type="checkbox"/> Part-Time: _____ hrs/wk | FLSA Status: <input type="checkbox"/> Exempt <input type="checkbox"/> Non-Exempt | |
| Department/Division: | Direct Supervisor: | Dept Manager (if different): | |
| Remote Work Information | | | |
| The terms of this Remote Work Agreement (RWA) will be: <input type="checkbox"/> Regular & Recurring <input type="checkbox"/> Temporary | | | |
| Description of Remote Work Schedule (ex: <i>Every Monday; Every other Monday; no more than 2 days per month as needed; Every Tuesday and Thursday from 1pm to 5pm</i>): | | | |
| | | | |
| Begin Date: | | End Date (if temp): | |
| Remote Work Location: | | | |
| RWA will be reviewed: | <input type="checkbox"/> Monthly <input type="checkbox"/> Bi-Annually <input type="checkbox"/> Quarterly <input type="checkbox"/> Other: _____ | First RWA review date: | |
| Hours of Work | | | |
| Employees must schedule remote work within the regular work schedule for their position. Established deviations from regular working hours, or flexible work schedules, may only be authorized as per applicable Policies or Collective Bargaining Agreements. Such schedules must be reduced to writing, approved by the supervisor and filed in the employee’s official personnel file with Human Resources. | | | |
| Is an approved flexible work schedule on file for this employee? <input type="checkbox"/> Yes <input type="checkbox"/> No | | | |
| Accessibility and Communication | | | |
| The employee agrees to structure their time to ensure attendance at required meetings and events as designated by their supervisor. The employee further accepts the responsibility as a remote worker to facilitate communication with customers and colleagues while on a remote work schedule. | | | |
| The employee agrees to be available during scheduled work hours on remote workdays using the following methods (check all that apply): | | | |
| <input type="checkbox"/> Phone (Cell) <input type="checkbox"/> Phone (Landline) <input type="checkbox"/> Voicemail <input type="checkbox"/> Email <input type="checkbox"/> Text Message <input type="checkbox"/> Video Conference <input type="checkbox"/> Other: _____ <input type="checkbox"/> Other: _____ | | | |
| Equipment used for remote work | | | |
| | Town-issued | Personal Device | Not Used |
| Phone | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Computer | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Remote network access | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Office Furniture | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Other: _____ | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Other: _____ | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

Town of Needham – Remote Work Program, Policy #426
Pre-Certification of Remote Work Agreement (RWA)

Performance Measures

The employee agrees to keep his/her supervisor regularly informed of his/her progress on remote work assignments and agrees to keep his/her supervisor informed of any problems experienced while remote working. The supervisor is responsible for evaluating employee work and ensuring high performance can be continued while working remotely.

List out (in bullets) the type of work the employee will perform while working remotely and how the supervisor will measure successful completion. Attach separate pages as necessary.

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Town of Needham – Remote Work Program, Policy #426
Pre-Certification of Remote Work Agreement (RWA)

| <u>Employee Acknowledgements</u> | |
|---|--|
| <p>I Agree <input type="checkbox"/></p> | <p><u>Reimbursement Information</u> Generally, the Town of Needham does not reimburse costs associated with remote working and will not pay or reimburse the employee for:</p> <ul style="list-style-type: none"> • Time involved in travel between the official workstation and the remote work site. Purchasing computer equipment or internet service • Any purchase, service charge, or cost related to remote work that is not specified in this agreement. |
| <p>I Agree <input type="checkbox"/></p> | <p><u>Town of Needham Property and Records:</u> The employee agrees that documents or other records required to be retained and are used, developed or revised while remote working will be securely transferred to the official workstation.</p> <p>The employee understands and agrees that all equipment, records, files, manuals, forms, materials, supplies, computer programs and other materials furnished by the Town, or generated or obtained on behalf of the Town during the course of employment shall remain the property of the Town. The employee understands that he/she is the holder of this property for the sole use and benefit of Town and will take all reasonable precautions to safely keep and preserve such property, as well as maintain confidentiality except as disclosure is required in normal business operations.</p> |
| <p>I Agree <input type="checkbox"/></p> | <p><u>Employee Owned Property and Equipment</u> Any employee owned property and equipment used for Town business may subject to a public records request, subpoena, court or administrative order, or privacy/security violation investigation and may require the employee to provide the Town with full access to such equipment. If the equipment is a personal computer, the employee understands the Town may need to copy the contents of the hard drive.</p> |
| <p>I Agree <input type="checkbox"/></p> | <p><u>Employee Computer Security</u> The employee understands he/she is responsible for following all security guidelines issued by ITC including ensuring software and applications are currently updated with security patches, maintaining a personal firewall, secure WIFI, and updated anti-virus and anti-spyware programs, and keeping their operating system configured securely.</p> |
| <p>I Agree <input type="checkbox"/></p> | <p><u>Health, Safety and Ergonomics</u> The employee understands she/he may request training and/or an assessment of their remote work area to provide strategies to improve the health, safety and ergonomic well- being of the remote working employee.</p> <p>The employee acknowledges that his/her employment is principally located in the Commonwealth of Massachusetts. If the employee remote works in another state the employee agrees to follow standard Town reporting procedures and will file any claim in the Commonwealth of Massachusetts and not in any other state, regardless of the state in which the illness or injury occurred.</p> |
| <p>I Agree <input type="checkbox"/></p> | <p><u>Terms of Employment</u> The employee understands that this Remote Work Agreement does not otherwise alter the basic terms and conditions of employment including wages, overtime compensation, insurance benefits, paid leave, salary reviews, workers compensation, etc. The employee further understands that Town policies, rules, and practices shall apply at the remote work site, including those governing communicating internally and with the public, employee rights and responsibilities, facilities and equipment management, financial management, information resource management, purchasing of property and/or services, and safety.</p> <p>The employee will be compensated according to applicable laws, Town policy and collective bargaining agreements for overtime work that has been requested by his/her supervisor and approved in advance. Employee understands that overtime work must be approved in advance by the supervisor. By signing this form, employee agrees that failing to obtain proper approval for overtime work may result in the termination of this remote work agreement and/or other appropriate actions.</p> <p>Employee must obtain supervisory approval before taking leave in accordance with established office procedures. By signing this form, the employee agrees to follow established procedures for requesting and obtaining approval of leave, including call-in procedures for unscheduled leave on remote workdays.</p> |

Town of Needham – Remote Work Program, Policy #426
Pre-Certification of Remote Work Agreement (RWA)

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|---|---|--------------|--|
| I Agree <input type="checkbox"/> | <u>Termination of Remote Work Agreement</u> Remote Working is a privilege rather than a universal employee benefit or right. The Town, which includes the supervisor, department manager, Human Resources or Town Manager, has the right to offer remote work to an employee and to unilaterally terminate a Remote Work Agreement at any time. Employees do not have a property interest in Remote Work. In no circumstances are employees entitled to due process related to any Town decision on Remote Work issues, including approvals denials, or a Town decision to discontinue a Remote Work Agreement, and all such decisions are not grievable. | | |
| I Agree <input type="checkbox"/> | <u>Acknowledgement:</u> I have read and understand this agreement and the remote work policy, and agree to abide by and operate in accordance with the terms and conditions described in both documents. I agree that the sole purpose of this agreement is to regulate remote work and that it constitutes neither an employment contract nor an amendment to any existing contract or Town policy. | | |
| <u>Employee:</u> | | <u>Date:</u> | |
| <u>Supervisor:</u> | | <u>Date:</u> | |
| <u>Department Manager (if different):</u> | | <u>Date:</u> | |
| <u>Human Resources</u> | | <u>Date:</u> | |

Cc: Personnel File