

# City of Hutchinson

## TELEWORK POLICY

March 2021

### Objective

The purpose of this policy is to establish the rules and conditions under which short and long-term telecommuting may occur in order to maintain acceptable practices regarding the use and protection of City of Hutchinson Information Resources.

### Scope

This policy applies to all regular employees of the City of Hutchinson.

### Definitions and Key Terms

<b>Terms</b>	<b>Definitions</b>
Core hours	The designated period of each workday when employees are assigned to work.
Principal work location	The worksite to which an employee is assigned, generally a City of Hutchinson facility or property. intermittently or exclusively from that location.
Telework	A formalized work arrangement that allows an employee to perform work on a regular, recurring basis at a telework location that is not the employee's principal work location.
Telework agreement	A document signed by an employee and the Appointing Authority or their designee and the employee's director/manager that outlines the terms of the telework arrangement.
Telework location	An approved alternative worksite in which an employee is authorized to conduct telework. In most cases, the telework location will be an employee's home.
Teleworker	An employee who has entered into a telework agreement with the City of Hutchinson and works at a telework location.

### GENERAL STANDARDS AND EXPECTATIONS

The use and approval of telework is at the sole discretion of the City Administrator upon recommendation by the department director, and the City Administrator may terminate a telework agreement at-will, at any time, with or without cause or notice. Not all work situations are appropriate for telework, nor is telework appropriate or possible for all employees. A department director that recommends telework must ensure that an appropriate telework location and an appropriate framework of expectations exists before a telework agreement is entered into with an employee, as outlined below.

#### **I. EMPLOYMENT CONDITIONS**

- a. **Compliance with Federal/State Employment Laws.** Telework arrangements must comply with all applicable state and federal employment laws. This includes the Fair Labor Standards Act (FLSA) which regulates the payment of overtime for FLSA non-exempt employees.
- b. **Job Duties and Responsibilities.** A teleworker remains responsible for all the job duties, responsibilities and obligations of their position while teleworking. The terms and conditions of employment, as specified in the applicable City policies, do not change based on telework status.

## II. EMPLOYEE EXPECTATIONS

- a. **Personnel & Technology Policies.** All policies that that apply to an employee's specific position/duties inside the office also apply to the employee when working at the remote location.
- b. **Personal Activities.** Telework hours are regular work hours and may not be used as a substitute for personal activities, such as dependent care or errands. Just as with regular work hours, teleworkers are expected to follow City vacation and sick leave policies and procedures to request time off from telework to engage in non-work activities.
- c. **Work Schedule/Meetings.** Prior to entering into a telework agreement, the supervisor and teleworker must discuss the work schedule, including normal work day hours, breaks, and Core Hours, and use of vacation and sick leave and earned compensatory time. The work schedule must comply with the FLSA, and City policies and procedures. Any changes to the work schedule must be communicated to and approved by the supervisor.
  - a. Unless excused by the supervisor, the teleworker must attend all assigned meetings, including those which normally would be held on a telework day. The supervisor will determine whether the teleworker's attendance at the meeting must be in-person, or if the teleworker may attend the meeting remotely from the telework location.
- d. **Location and Travel**
  - a. Normal commute time between a telework location and the principal work location is not work time. If occurring during the teleworker's normally scheduled work hours, travel time between the telework location and the principal work location is considered work time. For example, if a teleworker begins work at the telework location at 8 a.m., and then travels to the principal work location beginning at 10 a.m., travel time would be considered work time. Travel home from the principal work location is not work time, unless the teleworker continues to perform work activity from the telework location after returning from the principal work location. Mileage between the Telework Location and the principal work location shall be considered commuting mileage and is not subject to reimbursement.
  - b. If the teleworker is working at an alternative work site (not the telework location and not the principal work location), the mileage from the alternative work site to the principal work location shall be reimbursable in accordance with City policy. Any travel to the alternative work site is considered work time if it occurs during the teleworker's normal work hours.
- e. **Communications.** Teleworkers must be reachable by customers, co-workers, directors, managers, supervisors, and City leadership during agreed-upon hours. Teleworkers must notify assigned office staff and/or their supervisors if they leave their telework location during work hours, just as they would if they worked in the principal work location. They must also notify the supervisor if they are not performing work due to vacation or sick time and must follow the normal procedures for requesting other time off.
- f. **Supplies and Expenses.** Supplies needed for the telework location will be obtained through the normal supply request procedures. A teleworker must seek prior approval from the supervisor for expenses that will be incurred. Approved expenses will be reimbursed in accordance with existing City policies.

- g. **Responsibilities When Telework Location is in the Home.** The teleworker is responsible for establishing and maintaining a safe and adequate telework location in the home. The designated telework location may be subject to review and approval by the supervisor to ensure that it is conducive to performing work. The teleworker will be responsible for all costs related to modifications of the telework location including, but not limited to remodeling or electrical modifications. In-person business meetings may not be held in the home telework location; meetings may be conducted in City facility meeting spaces or via video conference, phone conference, or other electronic means.
- h. **Privacy and Security.** Teleworkers must make arrangements with their supervisors regarding any necessary access to confidential or sensitive information while working at a telework location. The information type will be documented in the telework agreement before the teleworker may take the information from the principal work location. Teleworkers are responsible for protecting the privacy and confidentiality of data and information at their telework location, which includes compliance with security policies. Teleworkers must ensure the security of data and information that is transported to and from their telework location. Any confidential or sensitive information that is copied from server drives to portable media or computing devices shall be encrypted.
- i. **Insurance.** Any insurance for City-owned equipment is the responsibility of the City. The City is not responsible for insuring the telework location. Teleworkers are responsible for purchasing personal insurance for employee-owned equipment and for the telework location, if desired. The City is not responsible for any loss or damage to any employee-owned equipment.
- j. **Return of Property.** Any City-owned property used specifically for telework purposes, documents, and other information must be returned upon termination of the telework agreement.
- k. **Notice to Supervisor.** Teleworkers are responsible for promptly notifying their supervisor and IT of an equipment malfunction or failure of either City-owned equipment needed to do assigned work. If the malfunction prevents the teleworker from performing assigned tasks, the teleworker must notify the supervisor immediately.
- l. **Performance.** Teleworkers are responsible for maintaining satisfactory work performance. Declining or unsatisfactory work performance may result in termination of the telework agreement.
- m. **Closure of City Facility.** If a City facility is closed due to a natural or human-made emergency, any employee scheduled or able to telework is expected to work as normally scheduled.
- n. **Taxes.** Federal and state tax implications of teleworking and use of the home as a telework location are the responsibility of the teleworker.

### III. SUPERVISOR EXPECTATIONS

- a. **Communication Plan.** The supervisor must work with the teleworker to develop an effective communication plan. The communication plan should ensure that the teleworker effectively manages their workload and that teleworking does not have a negative impact on the teleworker's managers, supervisors, co-workers, team, customers, or the City's operations. In addition, the supervisor should set expectations for responding to emails and phone calls during the telework day and maintain regular communication with the teleworker.

- b. **Performance Expectations Plan.** The supervisor must develop a plan that defines performance expectations and deliverables, and review the plan with the teleworker.
- c. **Emergency Plan.** The supervisor and teleworker must develop emergency and back up plans with necessary phone numbers and a messaging plan in case of an emergency (e.g. equipment failure).
- d. **Meetings.** The supervisor should communicate planned meeting schedules in advance to permit teleworkers to adjust their work schedules and work location accordingly. Remote meetings should be scheduled and in-person meetings are required only when absolutely necessary.
- e. **Reporting to HR.** Upon approval, the telework agreement is forwarded to and filed by the HR Department.

#### IV. EQUIPMENT AND MATERIALS

- a. **City-Provided Equipment.** The City may provide, at its sole discretion, computer hardware equipment, software, and telephone service deemed necessary for the teleworker to perform assigned work at a telework location.
- b. **Record of Equipment.** IT will maintain a record of City-owned hardware, software, and other equipment located at the telework location.
- c. **Employee-Owned Equipment.** The City does not have a Bring Your Own Device (BYOD) program. Personal equipment and devices are not allowed to connect to the City network.
- d. **Installation and Repair of City-Owned Equipment.** The City is responsible for the installation, testing, maintenance, and repair of City-owned equipment and upgrades of software. City IT staff will not report to a telecommuter location to install City owned hardware.
- e. **Repair of Employee-Owned Equipment.** The City is not responsible for the maintenance and repair of employee-owned equipment, hardware and software used for telework.
- f. **Business Use Restrictions.** All equipment, hardware and software furnished to the teleworker remain the property of the City and are subject to the same business use restrictions as if the property was located on City premises. To ensure hardware and software security for City-owned equipment, all software used for teleworking must be approved by the City and the It Director. City-owned software cannot be installed on employee-owned hardware. Employee-owned software cannot be installed on City-owned hardware. Only employees may use City owned hardware and software. Telework equipment is not a replacement for personal equipment and may only be used for occasional and brief personal uses allowed in the IT policy. Teleworkers must continue to comply with City technology policies.
- g. The teleworker is responsible to ensure that non-employees do not access City of Hutchinson data or use City of Hutchinson equipment. The equipment provided is to be used for work purposes only and not to double as a personal home computer.
- h. Personally owned devices, including but not limited to USB memory, portable hard drives, mobile phones, MP3 players, iPods/iPads, and smart gadgets, are not allowed to be connected to City of Hutchinson equipment, including wireless Bluetooth connections.

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## V. DATA AND SECURITY

- a. **Data Practices Act.** Teleworkers must follow all applicable provisions of the Minnesota Government Data Practices Act (“MGDPA”) and City data privacy policies when performing work at the telework location. The teleworker and supervisor must discuss the type and form of data which will be taken to and from the telework location and must agree on the security and transfer process necessary to meet the needs of the City, to protect the security of the data, and to comply with the MGDPA.
- b. **Data Requests and Retention.** Data created and maintained during a telework arrangement generated for the purpose of conducting City business is subject to the MGDPA and the state's records management statute, regardless of whether the telework is performed using City-owned or employee-owned equipment. This means the teleworker is responsible for following proper retention and disposal procedures, such data remains the property of the City, and the teleworker must return all such data to the City upon request or upon the teleworker’s separation from employment the termination of the telework agreement. Data may only be saved on City owned hardware including any cloud services.

## VI. TELEWORK SITE

- a. **Extension of the City.** The telework location is considered an extension of the City during the agreed-upon working hours. The designated telework location must accommodate any equipment to be used in work performed and the teleworker must protect the work space from hazards and dangers that could affect the teleworker or the equipment. The City may, at its discretion, send a representative to visit the telework location, with advanced notice, to ensure that the equipment and work area are safe and free from hazards.
- b. **City-owned Equipment.** The telework location must accommodate any equipment to be used in work performed and the teleworker must protect the telework location from hazards and dangers that could affect the teleworker or the equipment. The teleworker is responsible for taking appropriate steps to minimize damage to City-owned property at the telework location.
- c. **Third Party Liability.** The City does not assume responsibility for injury or property damage to third parties that may occur at the telework location. Business meetings may not be held at the telework location.
- d. **Workers’ Compensation.** An employee is covered by the state's Workers' Compensation laws while acting in the course and scope of employment while in telework status. Any injury that occurs within the course and scope of employment must be reported to the supervisor immediately and forwarded to Human Resources immediately, using the City's standard workplace injury reporting process. The employee's designated telework location is considered an extension of the City work space only during scheduled teleworking hours for purposes of workers' compensation.

## VII. Internet Connection

- a. Personnel must not connect to an unsecured Wi-Fi network with City of Hutchinson equipment
- b. Wi-Fi connections must use strong encryption. As of 2-2021 WPA2 or higher.
- c. Wireless networks must be secured with a strong password, consisting of 16 or more characters.
- d. When possible, the home network used should be isolated from other devices on the home network.

- e. When connecting to the City Network, personnel must use the VPN account provided by the City of Hutchinson IT Department
- f. Users must not connect to another wireless network and the City network simultaneously. Split tunneling is prohibited.
- g. A high-speed internet connection is required. Personnel will provide the internet service at their own expense. The internet connection must be of sufficient bandwidth to allow the employee to efficiently perform their regular job functions.

## **VIII. TELEWORK APPROVALS**

The City Administrator makes all final decisions authorizing telework. The City will use general telework criteria to assess all telework requests. The City retains the right to approve or deny requests at its sole discretion. Supervisors are responsible for monitoring teleworkers' performance to ensure that teleworkers continue to meet customer and City business needs and performance expectations.

Examples of possible review/approval criteria could include:

### **a. Job Related Criteria**

- i. Overall business needs
- ii. Ability to provide adequate supervision of the employee remotely
- iii. The effects of teleworking on customer service
- iv. The costs to be saved or incurred
- v. The need or availability of tools and equipment
- vi. The existence of well-defined job objectives and output that can be assessed
- vii. The teleworker can be reached by coworkers and customers and be responsive to calls and other types of correspondence
- viii. A need for sensitive data that cannot be taken off-site; the ability or lack of ability to safeguard necessary data
- ix. Feasible method to accurately track and record time worked for payroll processing and FLSA / state law compliance

### **b. Performance Related Criteria**

- i. The employee's current and past job performance
- ii. The employee's communication skills
- iii. The employee's ability to manage priorities and work independently
- iv. Attendance history (excluding Family and Medical Leave Act (FMLA) absences, other statutorily-protected leaves, and Americans with Disabilities Act (ADA) accommodations)
- v. The employee's ability to complete work projects with minimal direct oversight or supervision

## **IX. TELEWORK AGREEMENT**

- a. **Agreement required.** All telework arrangements must include a written telework agreement. At minimum, the agreement must address the following:
  - i. Employee performance expectations and monitoring
  - ii. Work hours and schedule
  - iii. Telework location
  - iv. Equipment and supplies
  - v. Workers' compensation
  - vi. Responsibility for work area and equipment
  - vii. Data privacy and security
  - viii. Communication and availability

- ix. Employment conditions
- x. Expense reimbursement
- b. **Signature.** A telework agreement must be signed by the City Administrator, director and employee prior to the start of teleworking.
- c. **Cancellation.** The telework agreement can be changed or cancelled by the City at-will, at any time, with or without cause or notice. A telework agreement should be cancelled when the teleworker has performance issues, if there is a change in job responsibilities requiring the employee to work in the principal work location, or when the needs of the City are not being met. The teleworker can also cancel the telework agreement at any time.
- d. **Changes to Telework Agreement.** Any changes to the telework agreement must be reviewed and approved by the director and City Administrator who have the discretion to approve or reject any proposed changes.
- e. **Renewal of Telework Agreement.** The telework agreement expires no later than one year after its effective date. At least annually, the director and teleworker must discuss whether to request to renew the telework agreement. Telework agreements must be reviewed annually or as part of the annual performance review process, and a new Telework agreement signed at that time, if the telework is to continue.

## Revision History

Revision History should include issue date and most recent revision date, with summary of any significant changes. Review of policy should be conducted at least annually.

Date	Summary of Changes	Change Agent
May 2020	New Policy	Brenda Ewing
March 2021	Security review and updates to convert policy from Pandemic Policy to General Policy	Tom Kloss