

## Suggest locating in Policy Set 10 – OE Workspaces or Set 5.0

### 10.09 Remote Work and Telework

#### Remote Work & Telework

The OE considers remote work and telework to be viable and flexible work options when both the employee and the position are suited to such an arrangement. Remote work may be appropriate for some employees and positions, but not for others. Eligibility will be based on the role and function of the employee, the needs of the OE, and the availability of a designated and suitable alternative worksite(s).

Approved remote work and telework does not affect an employee's compensation or benefits. Remote work and telework employees and agreements shall comply with all applicable OE policies and procedures.

Injuries sustained by the employee during remote work and telework and in conjunction with an employee's regular work duties are normally covered by FRWMB workers' compensation insurance. Remote work and telework employees are responsible for notifying the employer of such injuries as soon as practicable. The FRWMB is not liable for any injuries sustained by visitors to his or her alternative worksite.

**Remote Work** is an arrangement under which an employee is not expected to report to the OE physical address on a regular and recurring basis.

- Remote status is typically defined in an employee's initial hiring agreement, updated hiring agreement, or set forth in a Remote Work Plan Agreement;
- Remote work status may be the entirety or a portion of an employee's scheduled time; and
- When required to attend in-person OE or other official work locations, travel time to and from the alternative worksite to these work locations is considered time worked and the employee will be compensated for such time. This travel time will not be factored into considerations of overtime or courtesy time. Alternatives to this arrangement may be specified in an employee's hiring agreement.

**Telework** is a flexible work arrangement where a designated non-remote employee is allowed to work from an approved, designated alternative worksite(s) for portions of their work schedule, instead of physically traveling to the OE physical address.

- Telework is not an entitlement and must be requested by the employee in writing and approved by the employee's immediate supervisor prior to any telecommuting or remote work;
- Telework may include periodic addressing of pressing OE work needed while an employee would otherwise be taking PTO or other leave;
- Telework may be used to achieve essential duties occurring outside of periods when the employee is scheduled to work at the OE; and

- Telework may be used as a method to quarantine and employee that may be carrying an infectious disease that could spread to other OE employees if the employee reports to the OE.

**Alternative Worksite and Equipment Used:**

The employee is responsible for establishing and maintaining a safe, suitable, and distraction-free work environment at the employee's designated alternative worksite(s). An employee must attest to the suitability of the employee's designated alternative worksite before the supervisor approves it.

The employee will establish an alternative work environment with appropriate infrastructure, including adequate internet service, to allow for efficient remote access to company information and activity. The OE will not be responsible for costs associated with the setup of the employee's home office, such as remodeling, furniture or lighting, internet access, or for repairs or modifications to the home office space. The OE will provide the necessary computing and software tools to ensure work can be completed remotely while maintaining the OE server security.

Unless indicated in a remote work or telework agreement or as explicitly authorized by the employee's immediate supervisor, the employee is responsible for supplies and expenses (i.e., operating costs) necessary to perform remote work or telework at the designated alternative worksite, including but not limited to internet and telephone connection equipment and costs. Approval must be received from a supervisor for any expenses that may be incurred for which the employee seeks reimbursement.

Any insurance for OE-owned equipment is the responsibility of the OE and the Board. The OE is not responsible for insuring the designated alternative worksite. The employee is responsible for purchasing personal insurance for employee-owned equipment and for the designated alternative worksite, if desired. The FRWMB is not responsible for any loss or damage to any employee-owned equipment.

An employee is responsible for promptly notifying the employee's supervisor of an equipment malfunction, failure of either OE-owned or employee-owned equipment needed to complete assigned work, or connectivity issues. If the malfunction prevents the employee from performing assigned tasks, the employee must notify the supervisor immediately, and the employee may be assigned to another project and/or work location. During the pendency of any equipment malfunction, an employee may use available PTO, comp time, or unpaid leave until they are able to return to a productive work environment. If the OE physical office is closed, any employee scheduled to telework is expected to work as normally scheduled, unless otherwise notified by the supervisor.

Unless approved for use, in-person business meetings may not be held at the designated alternative worksite. When teleworking, meetings should be conducted via video conference, phone conference, or other applicable technology.

**Private and Sensitive Information During Remote Work and Telework:**

A remote working or teleworking employee must work with the employee's supervisor to arrange access to any confidential or sensitive information necessary to perform work while working at the designated alternative worksite. A teleworker is responsible for protecting the privacy and confidentiality of data and information at the telework location, which includes compliance with enterprise security policies. A teleworker must ensure the security of data and information that is transported to and from the central worksite, designated alternative worksite, or any other telework location.

Private personnel and sensitive financial physical file documents should not be removed from the OE.

**Remote Work and Telework Agreements:**

Remote work and telework expected to last longer than two weeks requires a remote work or telework work agreement that includes:

- designation of a primary worksite and attestation of suitability of worksite;
- designation of duration and conditions of arrangement;
- designation of communications expectations;
- designation of core work schedule;
- work and performance reporting plan and evaluation schedule; and
- documentation of OE property to be used at the worksite including procurement responsibility.

**Additional Employee Responsibilities During Remote Work and Telework:**

- Employees shall not use remote work or telework in place of PTO when unable to perform work;
- Employees must follow applicable leave policies for leaves of absence during remote work and telework hours, the same as when working at the office;
- An employee is responsible for meeting performance expectations and standards and maintaining satisfactory work performance at equivalent or higher levels as compared to the employee's time spent at the central worksite;
- Employees may not perform personal activities, including dependent-care activities, doctor's appointments, or other personal errands; and
- Employee must be contactable by co-workers, supervisors, the Water Engineer, and the Board. Employee must notify OE and/or the employee's supervisor if the employee leaves the designated alternative worksite during work hours, the same as when working at the office.