



## REMOTE WORK AND HYBRID WORK ARRANGEMENTS

This program allows remote and hybrid work arrangements when suited for both an employee and the Town. **Regardless of work environment, providing exceptional public service to internal and external customers remains a value all Town employees are expected to uphold.**

### **I. PURPOSE**

The Town of Winter Park acknowledges the changing nature of work, including business-to-business fluidity, technology and personal devices, and increased expectations for customer service. This policy applies to all regular Town employees in positions that are readily adaptable to remote or hybrid work opportunities. New employees, or current employees transitioning to a new job, will be subject to an evaluation period based on the department's circumstances to determine the appropriate eligibility and incorporation of these opportunities. New employees offered a full-time remote opportunity as part of their job offer are immediately eligible but may be required to be physically on-site for training, meetings, or onboarding opportunities.

### **II. GUIDELINES AND REQUIREMENTS**

Eligible positions will be determined by the department director and be based on the functional role of the position and the business needs of the employer and its customers. Remote or hybrid work arrangements are voluntary alternative work arrangements in which part of the work can be performed at home or at an alternate work location. Working remote or hybrid schedules is considered a privilege, not a right, and:

- Requires the approval of the employee's supervisor and the department director
- Is not available to all positions and employees
- Applies only to positions that can effectively and efficiently be accomplished from another location with minimal supervision required
- A work schedule, as well as the manner and frequency of regular communication (e.g. via phone, email, chat, video conferencing, and/or in person, etc.) must be set with the supervisor, department director and others as required, i.e. within the department, other Town employees, community business partners, citizens, vendors, etc.
- The employee must have and provide sufficient, reliable Internet access necessary to perform job functions; if an Internet disruption prevents productivity, the employee may be required to report to Town facilities
- The employee must determine any tax or legal implications and/or restrictions related to working from home under IRS, state, and local government laws
- Working remote or hybrid schedules does not replace paid time off and will not be used in circumstances where time off (paid or unpaid) is more appropriate



### **III. DEFINITIONS**

**Hybrid Work or Part-Time Teleworking** – is an arrangement where an employee works from home typically not more than two days of the week or equivalent of no more than two days of the week during a regular work week. Employees must remain available at all times during working hours and could be required to have a physical presence at work at any time within reason. A formal, written agreement should be in place that is developed by Human Resources and agreed upon by the department director, supervisor and the employee, and is revocable by the Town at any time. Hybrid arrangements are for both exempt and non-exempt employees (with hour-by-hour accounting).

**Full-Time Telework or Full-Time Remote Work** – is an arrangement where an employee works all or most days from home. Employees could be required to have a physical presence at work when scheduled in advance. A formal written agreement should be in place that is developed by Human Resources and agreed up by the department director, supervisor, and the employee and is revocable by the Town at any time. Remote work arrangements are for both exempt and non-exempt employees (with hour-by-hour accounting). The Town may provide additional IT equipment and/or stipends for additional expenses based on the written agreement.

### **IV. LIABILITY**

The Town of Winter Park assumes no responsibility for injuries occurring in the employee's alternate work location outside the agreed-upon work hours, or for liability damages to employee's real or personal property resulting from participation in remote or hybrid work arrangements. Workers' compensation coverage is limited to designated work areas in employees' homes or alternate work locations. Workers' compensation does not apply to injuries of any third parties or members of the employee's family on the employee's premises. Employees agree to practice the same safety habits they would use at Town facilities and maintain safe conditions in their alternate work locations. Employees must follow normal procedures for reporting illness or injury.

### **V. RESPONSIBILITY FOR SUPERVISORS**

Supervisors, under the guidance of their department directors, are responsible for considering, adjusting and accounting for any remote or hybrid working arrangements. Additionally:

1. Authority for granting or revoking a remote work arrangement lies solely with an employee's supervisory chain of command. Department directors should always be informed prior to granting such a request.
2. Employees who are on a performance improvement plan are not eligible to work a remote or hybrid work arrangement until performance is improved and sustained according to the supervisor's expectations.
3. Abuse of remote or hybrid work arrangements by an employee is grounds for discipline, up to and including termination from the Town.

### **VI. RESPONSIBILITY FOR EMPLOYEES**

Employees approved for a remote or hybrid work arrangement will be responsible for maintaining satisfactory performance, consistent with the Town's expectations for excellent customer service, to include responding in a timely manner, or will forego a remote or hybrid work arrangement as requested by the Town. In addition, the following must be adhered to:

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1. Comply with all Town and departmental guidelines, policies, procedures, and practices. Including documenting work from home schedule in shared employee calendar or other method designated by the department director.
2. Perform duties to optimize customer service and job performance and ensure that the work area is conducive to being able to sufficiently perform job duties.
3. Understand the remote or hybrid work arrangement may be modified, suspended, canceled, or terminated for any reason, at any time.
4. Understand the failure to adhere to the requirements of this policy to include validated abuse, may result in the termination of the remote or hybrid work arrangement and may lead to disciplinary action up to and including termination consistent with the Town's Disciplinary policy.
5. Understand remote and hybrid work schedules are not intended to serve as a substitute for dependent care except in emergency situations. Employees will not provide primary care or supervision to dependents or any other individuals during their scheduled remote work hours.
6. Establish a proper working space and working conditions at remote location.
7. One-time adjustments to a remote or hybrid work arrangements either planned to accommodate a specific employee need or to accommodate an emergent issue should be discussed and approved by the supervisor prior to the impacted workday and documented and scheduled in the designated calendar.

## **VII. INFORMATION TECHNOLOGY REQUIREMENTS**

### **Workstation Security:**

Physical and operational security of mobile computers is governed by the Town's Acceptable Use of Technology Policy. Guidelines specifically applicable to remote work include:

- Protection of Confidential and Restricted data
- Physical Security & Notification of Theft, Loss, or Damage Protection
- Protection from Unauthorized Access

### **Technology Equipment and Support Resources:**

To enable employees to work in a remote location, the Town may provide eligible employees with a laptop computer and spare power supply. No additional IT equipment or peripherals will be supplied to the employee to setup their workspace. Employees who transition to fully remote work under a specific work agreement may receive additional IT equipment and may be eligible for stipends for additional expenses based on the work agreement.

The employee will be responsible for obtaining sufficient Internet capacity to accomplish their expected workload over a Virtual Private Network (VPN) connection. Home network infrastructure, including router and Wi-Fi access points, are the responsibility of the employee. IT support will not make house calls to troubleshoot connectivity issues.

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**VIII. QUESTIONS**

Employees who have any questions or concerns, or who need additional information regarding this guideline should contact their supervisor or Human Resources.

**REMOTE OR HYBRID WORK AGREEMENT**

I have read and understand the Remote and Hybrid Work Policy, and agree to the duties, obligations, responsibilities, and conditions for remote and/or hybrid work described in that document as well as the conditions in this Agreement.

I agree that, among other things, I am responsible for working with my supervisor to establish acceptable hybrid hours, furnishing, and maintaining my workspace in a safe manner, employing appropriate security measures, and protecting company assets, information, trade secrets, and systems.

I understand that the Town may at any time change any or all of the conditions under which I am permitted to work a remote or hybrid schedule or withdraw permission to work a remote or hybrid schedule.

I agree that my supervisor and I have discussed my schedule:

[fill in work schedule here]

For full-time remote positions, my supervisor and I have discussed IT equipment, necessary stipends, and potential travel to on-site meetings:

[fill in IT equipment, stipends, and travel to on-site meetings]

This Agreement is effective as of the date fully signed below, and will remain in effect unless amended or terminated in the sole discretion of the Town.

I have read and understand this Agreement and accept its conditions.

\_\_\_\_\_  
Employee's Name

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Supervisor's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Department Head's Signature

\_\_\_\_\_  
Date