

**CITY OF BOULDER
POLICIES AND PROCEDURES**

Hybrid Work Policy

Effective Date: September 7, 2021

Last Revised: August 26, 2021



Nuria Riveria-Vandermyde, City Manager

I. POLICY

To create a successful and sustainable environment where city employees thrive and culture can flourish, the city has embraced workplace flexibility to empower employees and managers with where, when, and how they work.

The level of flexibility offered is based on the nature of work for each position. Most positions at the city require on-site work all of the time at city facilities or at a location in the community. With the use of technology, some positions can be performed at times from a non-city facility. As a public service organization, our work is inherently connected to the place in which we serve. For this reason, it is important for all employees to work some of the time in the community.

The city has taken a hybrid approach to positions that can be performed outside a city facility with key dimensions outlined in this policy. Elements of the hybrid policy are either city-wide or department specific.

II. DEFINITIONS

Hybrid Work

Hybrid work is an arrangement by which an **employee regularly teleworks off-site in combination with on-site work** at city facilities.

Telework work does not change the basic terms and conditions of employment as a City of Boulder employee. Telework is subject to the same city policies, procedures, and guidelines as any other city employee, as well as any department rules. While teleworking, employees shall not provide care for children, elderly, or anyone who requires continual care during regularly scheduled work hours. Telework is not an alternative to sick leave or vacation leave.

Off-Site Telework

Telework involves the use of computers to overcome the constraints of location. Telework may occur from a home office or other in-state, off-site location. Telework is best suited for use of virtual meetings and independent work that requires concentration and reduced interruption. Types of telework include:

- Regular Telework – A recurring schedule with a mix of off-site and on-site work. An example of a regular telework schedule is working from home three days per week and at city facilities two days per week.
- Temporary Telework – Brief, occasional telework such as working from home one day, agreed upon between the employee and manager, to prepare a spreadsheet from home.
- Emergency Telework – Unscheduled, emergency telework, such as working from home to ensure business continuity during inclement weather, a natural disaster, or an event that causes significant traffic and parking disruptions.

On-Site Work

On-site work involves reserving an individual office or using a communal touch down space at city facilities in lieu of having an assigned, permanent work space.

Some positions require employees to be on call and report to an on-site location within a certain period of time. Expectations will vary by position and department, and specific requirements will be determined by the department head or their designate.

Remote Work

Remote work is defined as regularly working from your home in another state. Occasional and brief work in another state in conjunction with vacationing or visiting family is not remote work. Remote work requires formal approval by the City Manager and Human Resources Director and documentation by the Human Resources department.

III. PROCEDURES

Eligibility, Applicability and Authorization

Eligibility for hybrid work is determined by the department head or their designate. Positions deemed eligible for hybrid work will require employees to work at least two days per week on-site at city facilities and telework at most three days a week. A reduction or variation in the two days per week on-site requirement requires approval by the department head, Human Resources department, and City Manager's Office and may be subject to a formal request for accommodation.

The applicability of hybrid work will be authorized for each position based on business needs and the nature of the work performed. Hybrid work is not an option for every position or employee. A hybrid arrangement may be revoked or modified at any time at the discretion of the department head.

Work Hours and Schedule

Jobs are classified as either non-exempt (hourly) or exempt (salaried).

Non-Exempt

Non-exempt jobs are paid on an hourly basis and require time tracking. Employees will report time consistent with the city's time entry instructions and methods.

The workweek is 40 hours and the typical schedule is Monday through Friday, 8:00 a.m. to 5:00 p.m., with a one-hour unpaid meal period during these hours. The employee will not perform work outside of the hours specified without express, prior approval. An alternative work schedule may be approved by the department head or their designate, for example with different start and end times such as 7:00 a.m. to 4:00 p.m. or a different number of hours and days worked such as four, ten hour days.

Employees will be available for meetings and accessible by email, phone, or other communication method during their regularly scheduled work hours. Telework communication should be as reliable and dependable as on-site communication at city facilities.

Exempt

Exempt jobs are paid on a salary basis and do not require time tracking.

The workweek is variable and may exceed 40 hours without additional pay due to required attendance at evening meetings, early morning work, and/or weekend work. The workweek is expected to be no less than 40 hours.

The typical schedule is Monday through Friday, 8:00 a.m. to 5:00 p.m. Unless otherwise arranged, employees will be available for meetings and accessible by email, phone, or other communication method during business hours. Telework communication should be as reliable and dependable as on-site communication at city facilities.

Equipment and Supplies

The city agrees to provide a laptop computer, docking station, one monitor, keyboard and mouse, necessary software and network access, and office supplies for the employee's use while performing telework.

The employee agrees to provide home network configuration and connectivity at the employee's personal residence. The employee will provide all other resources necessary at the telework work site, including but not limited to: furniture, file cabinet(s) with locking mechanisms, and utilities.

The city may modify its provision of equipment, supplies, or resources upon notice to the employee. The employee agrees that the equipment, supplies, and resources are provided for use by the employee only and only for business purposes. The employee will follow any and all instructions related to the use of the foregoing equipment, supplies, and resources.

The employee will immediately report any damage to, or malfunction of, city property to the employer. The employer will, at its discretion, undertake routine maintenance of the equipment and resources it provides to the employee. However, the employee will be responsible for the damage to, or loss of, city property. If at any time the city demands return of any city property, and such property is not returned, the employee agrees to be financially liable for the replacement value or fair market value of such property, whichever is higher.

Confidentiality

The employee agrees to follow all security measures to protect city records or files, including electronic information. The employee will follow city procedures related to computer use and network access and will store city records, files, or other data in a locked file cabinet. The employee will not allow anyone other than the employee to have access to any information related to the city's business, including access to city property.

Safety

The employee agrees to maintain the telework work site in a safe condition, free from hazards and other dangers to the employee or any other person. The employee will immediately report any personal injury, or injury to any other person, to the city when such injury occurs during working hours or involves any city property.

The employee agrees to be liable for injuries to third persons and/or members of employee's family on employee's premises. The employee agrees to indemnify and hold harmless the city from any and all claims, demands, or liability resulting from, or arising in connection with, any injury or harm to persons, or damage to property, caused directly or indirectly, by the employee's willful misconduct or negligence.

Taxes

For tax purposes, travel from home to any Boulder office location will be deemed part of the ordinary commute and cannot be claimed as business travel or submitted for mileage reimbursement.

IV. INTERPRETATION AND APPLICATION

Questions concerning the interpretation or application of this policy can be directed to the Human Resources department.

V. EXCEPTIONS/CHANGE

This policy supersedes previous policies covering the same or similar topics. Any exception to this policy may be granted only by the City Manager or Human Resources Director. This policy may be reviewed and changed at any time. This document is not intended to be an employment agreement.