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## POLICY STATEMENT

The City of Saint Paul seeks to provide a flexible work environment for employees that attracts, motivates, and helps to retain a qualified and skilled workforce. Hybrid work arrangements are implemented at the discretion of the department or office management and must provide a business-related benefit to the City.

This policy governs the practice of teleworking from locations other than a City facility, including an employee's home. Hybrid work arrangements are not appropriate for all employees or every position and are not a universal employee benefit. The nature of the employee's work and responsibilities must be conducive to a hybrid work arrangement without causing significant disruption to performance and/or service delivery.

The City of Saint Paul is committed to providing excellent customer service for our residents, as well as attracting and retaining critical employee talent, increasing productivity, efficiency, and saving on workspace and costs. A hybrid work policy provides these benefits to the City and is hereby adopted according to the guidelines below.

## DEFINITIONS

**Ad Hoc Telework** is telework that occurs because of a planned or unplanned event, such as a doctor's appointment or inclement weather. Ad hoc telework does not require a Hybrid Work Agreement and Acknowledgment Form; however, all occurrences require supervisor approval.

**Core Work Hours** are times during the workday when all employees must be present, either at the principal work location or teleworking. Core hours depend upon the department and its needs as to the exact core hours chosen.

**Hybrid Work** is a work arrangement in which the worker is regularly and intentionally performing a significant portion of work activities outside of the City's permanent/principal work location. Hybrid work is a formalized arrangement which consists of working some scheduled hours at a Hybrid Work Location and some scheduled hours at the Principal Work Location. Not all positions or work assignments will be appropriate for hybrid work. The supervisor or the department head may end the Hybrid Work Agreement at any time with reasonable notice to the employee.

**Hybrid Work Agreement** is a signed document that outlines the understanding between the City and the employee regarding the hybrid work arrangement. It is not a contract and can be changed or canceled at any time at the discretion of the City.

**Hybrid Work Location** refers to the approved alternative work location in which an employee is authorized to conduct work off-site. In most cases, the Hybrid Work Location will be an employee's home, but might be another location that is approved by the supervisor.



**Hybrid Worker** is an employee who has a Hybrid Work Agreement with the City.

**Permanent/Principal Work Location** is the City designated work location the employee is assigned to when not teleworking.

**Remote Work** is a work arrangement in which the employee performs all the employee's job responsibilities from the employee's home or another remote work location.

**Teleworking** is the activity of working at home, while communicating by phone or email, or using the internet. When teleworking, employees do not have to commute or travel to the principal work location.

## GENERAL POLICY TERMS AND EXPECTATIONS

- I. **Compliance with Collective Bargaining Agreements.** Hybrid Work Agreements must comply with state and federal employment laws as well as the collective bargaining agreements in place for City of Saint Paul employees. Hybrid Work Agreements must also comply with the Fair Labor Standards Act.
- II. **Management Expectations**
  - a. **Performance Expectations**-The supervisor is responsible for developing a plan that defines performance expectations, reviewing the plan with the hybrid worker, and providing guidance, direction, and resources to assist the hybrid worker in meeting those expectations.
  - b. **Emergency Plan**-The supervisor should set reasonable expectations regarding emergency plans and provide the hybrid worker with contact information in the event of an emergency.
- III. **Employee Expectations**
  - c. **Performance Expectations** – Hybrid working employees remain responsible for satisfactory performance of all job duties, responsibilities and obligations associated with their position. Hybrid workers are required to regularly return to a city facility to perform their job duties at the principle/permanent work location.
  - d. **City Policies** - The City's normal policies and procedures (for example reasonable accommodation, computer use, data practices, respectful workplace, outside employment, etc.) apply to employees while teleworking. Employees should ask their supervisors if they have any questions about whether or how a particular City policy applies to a hybrid work environment.
  - e. **Hours of Work**- Because the primary focus is serving the needs of the customers, it is important to realize hybrid work arrangements may not be possible for some positions and may vary depending on the position and department.
    - i. Hybrid workers will be expected to perform a portion of their duties at a designated permanent/principal work location on a regular/recurring basis.



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- ii. The department must establish the core hours of availability, required availability outside of core hours, and management of overtime. Supervisors are responsible for determining the work hours/schedules within their departments, subject to the approval of the department head.
  - iii. The schedule must not result in overtime for either the hybrid worker or co-workers except with the advance approval of the supervisor.
  - iv. All hybrid workers must use sick, vacation or compensatory time as needed to cover periods of time off, following the City's normal paid leave policies. The hybrid worker is responsible for notifying the supervisor of any absences, expected or unexpected from their regular work hours.
- f. **Office Location/Equipment-** Hybrid workers must have a designated offsite workspace in the Hybrid Work Location that accommodates their needs and allows them to do their work safely.
- i. Set-Up and Modifications of Office Space- The City will not be responsible for costs associated with setup of the Hybrid Work Location such as remodeling, furniture, lighting, repairs, or modifications to the office space. Hybrid workers will be offered appropriate guidance in setting up a workstation designed for safe, comfortable work.
  - ii. Use of City Equipment at Hybrid Work Location – The City will provide equipment and support required to meet the specifications for job responsibilities. The Hybrid Work Agreement will set forth the City-owned equipment which will be provided for the employee to use at the hybrid work location. Hybrid workers must take all precautions necessary for securing and safely maintaining City equipment off-site and in route to their hybrid work location to prevent unauthorized access or damage to any City equipment.
  - iii. Responsibility for Maintenance and Repairs- In case of a malfunction of City-owned equipment the employee should work with the appropriate City resources or contact their supervisor for assistance.
  - iv. Return of Equipment- Hybrid workers must return all City-owned equipment, supplies, documents and other information or property to the permanent/principal work location prior to termination of the Hybrid Work Agreement.
  - v. Restrictions on Use/Privacy- Equipment, hardware and software furnished by the City remains property of the City and are subject to the same expectations of use and privacy as if the property was located on City premises. To protect nonpublic government data, hybrid workers must use secure internet connections at all times.
  - vi. Supplies/Expenses-Supplies needed for the Hybrid Work Location will be obtained through the normal supply request procedures. Employees must seek prior approval from their supervisors for expenses for which they will seek reimbursement. Approved expenses will be reimbursed in accordance with existing City policies and collective bargaining agreements.



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- vii. **Costs**- the responsibility for costs of teleworking will be specified in the Hybrid Work Agreement.
  - viii. **Taxes**- Tax implications of hybrid worksites are the sole responsibility of the employee.
  - g. **Communication**- The hybrid worker is required to be accessible by phone (including text messaging), virtual computer software, or email within a reasonable time during the work schedule. Hybrid workers must respond to customers, supervisors, and co-workers in a timely manner.
  - h. **Meetings**- Hybrid workers must attend all required meetings (either in-person or remotely - via telework, as directed by the supervisor) and are also responsible for obtaining information from optional meetings when such meetings impact their work with the City.
    - i. Expectations for meetings held via telework are as follows:
      1. Reduce distractions.
      2. Follow departmental/supervisor directives regarding use of video for meetings.
      3. Maintain a professional environment, appearance, and behaviors as though in the office.
    - ii. In person City meetings, including meetings with customers, may be conducted off-site, but not in a personal residence.
  - i. **Dependent Care**- Hybrid workers are expected to make appropriate arrangements needed for dependent care to allow their work to be performed in a timely and professional manner during assigned work hours.
  - j. **Travel time and Mileage**. - Travel time and mileage to permanent/principal work locations or off-site meetings or inspections will not be compensated except as required by law or the relevant CBA.
  - k. **Inclement Weather**-A hybrid worker who is scheduled to work at their hybrid work location on a day declared as a weather emergency is expected to work as scheduled unless the hybrid work location is located outside of the personal residence and is also impacted by the weather emergency, or the worker is otherwise excused from working.
  - l. **Drugs and Alcohol**- Hybrid workers must not use drugs or alcohol during work hours.
- IV. **Worker's Compensation**- A teleworking employee is generally covered by the City's Workers' Compensation insurance while acting in the course and scope of employment and must report any injury to their supervisor immediately, or before the end of their shift.
- V. **Data**-Provisions of the Minnesota Government Data Practices Act (MDGPA) and City data privacy and retention policies must be followed when performing work at the hybrid work location. Documents containing private data must be shredded or returned to the primary work site for appropriate and timely disposal.