

CITY OF RICHFIELD

PERSONNEL POLICY

DATE: November 1, 2016

SUBJECT: Telecommuting

Introduction

Telecommuting is, for the purpose of this policy, the practice of an employee working from home. Telecommuting hours arranged under this policy are to be practiced within a clearly defined time frame (start date and end date), and the telecommuting agreement will not exceed eight (8) work weeks. The policy is not an entitlement; it is not a City-wide benefit; and it in no way changes the terms and conditions of employment with the City, and is only available to exempt employees. The City Manager may discontinue schedules approved in accordance with this policy at any time.

An employee may qualify for application of this policy in situations where an event triggers their long term absence from work which adversely affects the employee's work division's service to the public.

This program continues to be a pilot program.

Policy

1. ARRANGEMENTS:

- Employees requesting formal telecommuting arrangements must have been employed with the City for a minimum of twelve (12) months of continuous, regular employment and must have exhibited above average performance.
- Employees may initiate a telecommuting request to their Department Director. All final requests must be made to the City Manager at least one (1) month prior to implementation or as time allows. The final decision is made by the City Manager.
- Telecommuting arrangements will generally be no more than the equivalent of two days per week for a specified duration, not to exceed eight (8) work weeks. Circumstances may warrant a different schedule.
- No more than one (1) employee per department and no more than three (3) City employees can concurrently have a telecommuting agreement.

2. Any telecommuting agreement made will be on a trial basis for the first month, and may be discontinued, at will, at any time, at the request of either the telecommuter or the City. Telecommuting may not be feasible at certain times. The City Manager may determine that in certain situations, a telecommuting schedule must be adjusted or a telecommuting arrangement temporarily or permanently suspended due to operational necessity.

3. Telecommuting does not change the basic terms and conditions of employment. The telecommuter's salary, benefits and work status will not change as a result of telecommuting.

4. Telecommuters must conform to all City of Richfield policies, especially those relating to the use of City equipment, data privacy, computer security, and mileage and parking reimbursement.

5. SCHEDULE:

- The employee and supervisor will agree on the number of days and/or hours of telecommuting allowed each week, the work schedule the employee will customarily maintain, and the manner and frequency of communication. The schedule cannot exceed the equivalent of two (2) days per week. The employee agrees to be accessible by phone and/or email within a reasonable time period during the agreed upon work schedule.

- From time to time, the City may request that the employee come into the main office or another specified work location. The City will endeavor to minimize any unplanned office visits and provide as much advance notice as is practical; however, the employee must agree to come to the main office or other location when requested. It may be necessary for the employee to come into the office to secure work materials or resources. The employee may conduct these visits at reasonable times convenient for the employee and agreed upon with his/her supervisor.

6. EQUIPMENT:

- Equipment, software and other supplies provided by the City of Richfield remain the property of the City and are subject to the same business use restrictions as if located at the telecommuter's primary work site. No personal software may be loaded on City-owned equipment.
- All City provided equipment must be used for City business only and must be used exclusively by the employee.
- The City will provide maintenance or repair of City-owned equipment and software. Employee-owned equipment must be able to run current City software and applications. The City does not assume responsibility for any loss, damage or wear to employee-owned equipment or furnishings. The Information Technologies Division (I.T.) will provide appropriate technical support for hardware and software required for the telecommuter to perform their job duties including Internet access.
- Office furniture/equipment provided by the employee will be at no cost to the City, and will be maintained by the employee.

7. LIABILITY:

The following criteria regarding Liability and Data Privacy/Security will be considered when making telecommuting arrangements:

- The City of Richfield shall have no liability to third parties for injuries or property damage occurring at the employee's home. Telecommuters remain responsible for such injuries and damages and should consult with their Homeowner's or Renter's insurance agent to protect themselves.
- Telecommuters are responsible for submitting claims for stolen or damaged City-owned equipment to their Homeowner's or Renter's insurance company and for filing a police report with their local police department. The employee's supervisor and the I.T. Division should be consulted in the event of any damage to or loss of City property.
- The employee is responsible for establishing a safe and secure work environment. However, if the employee sustains an injury during the course and scope of performing assigned work responsibilities, the City of Richfield will provide workers' compensation benefits subject to its review of the injury and applicable law. The employee is obligated to provide prompt notice of an injury.
- The City has the right to visit the site area to determine if it meets the safety standards; such visits will be scheduled with a minimum 24-hour advance notice.

8. DATA PRIVACY/SECURITY:

The legal status of all data used by the telecommuter remains unchanged by the telecommuter's participation in telecommuting.

- Telecommuters will take all necessary precautions to secure and prevent unauthorized access to all data used in the performance of their work responsibilities and agree to follow all pertinent policies, laws and rules regarding data privacy.
- Documents, reports, data or software products created as a result of work-related activities are the property of the City and are subject to City policies and MN State law.
- Handling and disposal of documents, reports and data will be in accordance with state and federal law and City of Richfield policy.

9. ADDITIONAL CONDITIONS:

- Telecommuting is not to be viewed as a substitute for dependent care. The employee must make arrangements for child or dependent care (if applicable) as he/she would if working in the office.

- Release or destruction of any public records should only be done at the official location according to statute and regulation. Computerized files are official records and shall be similarly protected, including, but not limited to, virus protection.
- Failure to comply with any provision(s) of the agreement or this policy will result in immediate termination of the agreement and may further be grounds for discipline.

Approved: /s/ Steven L. Devich

City Manager



TELECOMMUTING AGREEMENT

Employee Name:	Home Phone:
Home Address:	
Remote Work Location: <input type="radio"/> Home <input type="radio"/> Other (specify): _____	
Schedule: In Office:	Remote Location:

I have read, understood, and agree to adhere to the City of Richfield's Telecommuting policy and the approved proposal for telecommuting. A copy of the Telecommuting policy is on RichNet and can be accessed on the computer at the alternate work site. I will coordinate any deviation from the policy as soon as possible with my supervisor. Special circumstances are listed separately on attachments (special division rules, conditions, etc.). I have discussed the terms and conditions of employment, scheduling days and hours of work, communications, employee/supervisory responsibility for work progress and monitoring work, the use of City equipment, and data privacy with my supervisor. I understand that telecommuting may be terminated by either the City or me as provided in the policy. Upon termination, I will return all City-owned equipment to the City immediately.

Employee Signature:	Date:
Supervisor Signature:	Date:
Department Director Signature:	Date:
City Manager Signature:	Date:



TELECOMMUTING EQUIPMENT RECEIPT

I have been issued the following City of Richfield-owned equipment and access. I will abide with the Telecommuting policy as pertains to use of this equipment. I will also comply with all security and privacy oaths as if I was working in my City office location. The following equipment is in my possession:

Equipment	Model Number	Serial Number	Asset Number
PC			
Monitor			
Modem			
Printer			

	Yes	No		Yes	No
File Cabinet			Trackball		
Table			Chair		
Telephone			Telephone Headset		

Employee's Signature:	Date:
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