



City of Robbinsdale **Telework Policy**

Purpose

The purpose of this policy is to establish guidelines for teleworking. Teleworking may be offered to designated employees determined by the City Manager. **Telework is not appropriate for all employees and no employee is entitled or guaranteed the opportunity to telework. It is a management option rather than a universal employee benefit.**

The scope of this policy includes all regular full-time and regular part-time employees. Employees shall be eligible for teleworking upon successful completion of their probationary period as agreed upon in their offer letter. Seasonal/Temporary employees may NOT telework.

Policy Application

The City supports teleworking when it is reasonable and practical to do so, and where operational needs will not be adversely affected. The City has sole discretion to determine which positions are appropriate for teleworking. The City reserves the right to identify positions where work cannot be performed from an alternate site and exempt those positions from the ability to telework.

Several criteria will be considered when determining whether an individual employee will be successful in their job when teleworking, including, but not limited to:

- The ability for the employee's work to be performed from an alternate site
- The employee's job knowledge
- The ability to establish clear objectives
- The ability to work independently
- The employee's demonstrated dependability
- Employee is meeting work place expectations for quality and quantity of work
- Equipment and scheduling needs

Department heads will be responsible for identifying all roles within the City where work can be performed at an alternate site.

Teleworking does not change the terms and conditions of employment with the City. This program does not create a contract of employment and does not alter the employee's status. The terms and conditions of employment are governed by applicable rules, laws, City policies and practices.

The employee's duties, obligations, and responsibilities with the City remain unchanged. The teleworking employee is expected to maintain the same level of performance, responsiveness and customer service whether they are teleworking or working on-site.

This program may be revoked or changed at any time at the City's sole discretion based on operational needs, position requirements, employee work performance, or other factors. The supervisor may discontinue schedules approved in accordance with this policy at any time.

Discontinuance, change or denial of telework is not subject to appeal.



Definitions

Teleworking: A work arrangement that allows employees to fulfill their job responsibilities at a site other than their normal work location.

On-request Teleworker: An employee, as determined by their department head in agreement with the City Manager, to have the appropriate job duties and necessary resources to fulfill their responsibilities at a site other than their normal work location.

Ineligible Teleworker: An employee who is not eligible to participate in teleworking due to job responsibilities and/or business necessity, as determined by their department head in agreement with the City Manager.

Core Work Hours: The hours between 9:00 a.m. – 3:00 p.m. when all employees who are teleworking are expected to be available and working. Most employees will maintain a typical 8:00 a.m. – 4:30 p.m. schedule. However, due to individual circumstances, certain employees may maintain a different work schedule, with approval from their supervisor and department heads. All employees shall maintain an 8-hour per day work schedule. Absent explicit written direction from the City, all office employees teleworking shall maintain the same core work hours. Union employees are subject to the hours set forth in their union contract.

Program Guidelines

1. Each department head must ensure complete departmental coverage at all times.
2. Work expectations will be established prior to authorizing a telework status for an employee. The employee in consultation with the supervisor will determine work assignments and expected productivity. Timeliness, quality, and quantity of work must be maintained.
3. Employees will not be allowed to start work earlier than 7:00 a.m.
4. Employees must adhere to a telework schedule. Circumstances in which an employee needs to modify their schedule on a given day must be pre-approved by their supervisor.
5. Modified work schedules that result in additional overtime liability will not be allowed.
6. The employees work location is assumed to be their principal residence/home. Temporary work locations other than the employee's personal residence must be approved by a supervisor.
7. Employees are not allowed to work for or at a second place of employment during the normal or temporarily revised work schedule.
8. Robbinsdale's Drug and Alcohol Policy as well as all other city rules, administrative directives, policies, and procedures, etc. are still in effect while teleworking.
9. The supervisor is expected to communicate this policy to employees.

Employee Responsibilities

- Employees agree to be available during normal business hours, online and fully accessible during agreed upon times between the employee, their supervisor and coworkers, as necessary.
- Employees agree to be responsive to emails, telephone calls, and voicemails in the same manner they are when physically in the work place. This includes participating in meetings (via telephone or teleconference).
- Employees shall utilize the WebEx platform, or another IT approved program linked with their office phone line, to make and receive phone calls and must be available during their agreed upon working hours.



- If any assignments or meetings take place that require the employee's physical presence in the office or other location, the employee is required to report to work or to said location.
- Employees shall be prepared to physically report to the office in the event that in person coverage is needed in their department due to unexpected employee absence.
- If an employee has a personal appointment and/or time commitment that would normally require the employee to use leave time, they will still be required to use leave time while teleworking.
- Employees who leave their telework site for official City business must adhere to the expense reimbursement policy set forth in the Employee Handbook.
- *Hourly (non-exempt) employees* are generally expected to be available and working during their regularly scheduled work day unless a different work schedule has been agreed upon by the supervisor.
- *Hourly (non-exempt) employees* are to stop working at the end of the work day as defined by the supervisor. This includes responding to emails, phone calls, and/or voicemails. Hourly employees are not permitted to work unauthorized overtime under any circumstances, unless they have received prior approval from their supervisor.
- *Salaried (exempt) employees* are expected to work the hours necessary to accomplish the work required for the position, including time outside normal business hours as necessary.
- Employees shall not post or access social media using City owned equipment during scheduled work hours, unless it's part of their job responsibilities on behalf of the City.
- The City reserves the right to make an on-site inspection of the work area to assure ergonomically correct workstation, and to modify or rescind the teleworking arrangement.
- Employees refusal for an inspection of their telework workstation will result in immediate termination of their ability to telework.
- Employees are responsible for reading and understanding this policy.

Equipment and Work Environment

The employee is responsible for providing a remote work environment that is safe and as conducive to productivity as possible.

The employee agrees to provide a secure location for City-owned equipment and materials, and will use such equipment for City business purposes only. Family members may not use City equipment under any circumstances. The employee is responsible for ensuring that all items are properly used.

The employee may be required to provide personal furniture, equipment, as well as appropriate internet connectivity. These expenses will not be reimbursed by the City. When City equipment is supplied, it must be used in order to maintain compliance with Data Practices Law.

The cost associated with the initial and ongoing setup of the remote work area at the employee's home is the sole responsibility of the employee. This includes payment of the teleworking employee's utilities (heat, electricity, etc.), internet, and other expenses and supplies. Office supplies may be provided by the City and shall be obtained in-office. City Supplies shall be used for city business only. Unused supplies shall be returned to the City.

The City of Robbinsdale assumes no responsibility for any use, wear and tear, loss, or maintenance of employee-owned devices or systems.



Security

Work done at the telework site is considered official City business. All City records, and correspondence must be safeguarded and protected from unauthorized use or disclosure. No paper materials may be brought to an employee's telework site, and must be scanned to their City issued computer if needed while teleworking.

Employees are expected to ensure the protection of information and to adhere to data privacy and records retention laws. Employees must take care to ensure private and/or confidential data is not accessible and that proper methods are used to transmit any private/confidential data electronically.

Employees are required to comply with all data security standards established by the City. When assigned to telework the employee must use an internet connection that is secure and locked to the public. The method of connecting to the City's network infrastructure must use the IT approved method of remote access and authentication through a City issued VPN.

If the employee has access to confidential information or related infrastructure, then they will also ensure that their telework environment complies with security rules related to maintaining the confidentiality of such information. At no time may a computer that is connected remotely to the City network be left unattended without locking the screen. The employee must alert the IT staff if they believe their connection has been compromised in any way. Other security steps include but are not limited to, the use of locked file cabinets and desks, regular password maintenance, and any other steps appropriate for the job and the environment.

No employee is allowed to make audio or video recordings of any City meetings (other than meetings subject to the Open Meeting Law), or discussions conducted via Zoom, WebEx or any other similar virtual platform being utilized for work purposes without the explicit written permission from all employees participating in the meeting. Any recordings such as this are considered the property of the City of Robbinsdale.

Safety

The employee agrees to maintain a safe, secure and ergonomically sound work environment. Injuries sustained by the employee while at their designated remote work location and in conjunction with their regular work duties are normally covered by the City's workers' compensation policy provided that the work station has been approved. Employees are not covered under workers' compensations when not working from their approved designated remote work space.

Employees must promptly report work-related injuries to their supervisor at the earliest opportunity. Employees agree to hold the City of Robbinsdale harmless for injury to others at the teleworking location.



City of Robbinsdale
TELEWORK AGREEMENT

1. Teleworker understands that this telework agreement is not a contract of employment between the City and employee, and does not provide any contractual rights to continued employment. It does not supersede the terms of the existing employment relationship.
2. The teleworker understands they remain obligated to comply with all City rules, policies, practices and instructions that would apply if the employee was still working at their regular worksite.
3. Teleworker agrees to provide a designated work space, furniture, equipment, and peripherals as needed at the telework location identified.
4. Teleworker agrees to provide internet services and access, at the employee's expense, of sufficient quality and speed to support working efficiently and effectively via the internet.
5. Teleworker agrees to use a secure internet system that is password protected.
6. Teleworker agrees they will not copy City-owned software in any manner unless such copying is expressly permitted by the licensing agreement and approved by IT.
7. Teleworker agrees that work products developed and/or produced by the employee while teleworking remain the property of the City of Robbinsdale.
8. Teleworker understand that all equipment, records and materials provided by the City remain the property of the City.
9. Teleworker agrees to protect City-owned equipment, records and materials from unauthorized or accidental access, use, modification, destruction or disclosure.
10. Teleworker agrees to take reasonable steps to protect any City property from theft, damage or misuse and agrees to report any incidents of loss, damage or unauthorized access at the earliest opportunity.
11. The teleworker agrees to return City equipment, records, and materials within three business days of termination of the Telework Agreement. The employee also agrees to return all City equipment within three days of a written request for inspection, repair, replacement or repossession as needed while the Telework Agreement is in place.
12. Teleworker understands that requests to work overtime or use accrued leave must be approved by the employee's supervisor in advance.
13. Teleworker agrees and understands that use of their own personal vehicle for City business is not covered by the City's auto or liability insurance.
14. Teleworker agrees not to conduct face-to-face meetings at the telework location.
15. Teleworker agrees to allow a City representative to make on-site visits to employee's telework location to ensure that the designated work space is safe and free from hazards, provides adequate protection and security of City property, and to maintain, repair, inspect, or retrieve City property. Employees refusal for an inspection of their telework workstation will result in immediate termination of their ability to telework.
16. Teleworker understands that they are responsible for tax consequences of this arrangement, if any, and for conformance to any local zoning regulations.



- 17. The teleworker remains liable for injuries to third parties and/or members of the employee’s family on the employee’s premises or other designated telework location.
- 18. This agreement may be modified on a temporary basis as a result of business necessity.

I have read, understood, and agree to abide by the Telework Policy and this Telework Agreement with the City of Robbinsdale.

I have discussed with my supervisor the terms and conditions of employment, scheduling days and hours of work, communication, employee/supervisor responsibility, the use of City equipment, and data privacy.

I understand that I am expected to satisfy all job responsibilities and performance requirements of my position, and acknowledge that if I fail to perform duties or meet project or other related milestones or deadlines, my teleworking privileges may be revoked or reduced at any time, and that I may be subject to discipline.

I understand that the City will not pay for the following expenses:

- Telecommunications services, internet services, telephone lines charges not attributed to a City-owned cell phone;
- Maintenance or repairs on, or replacement of, privately-owned equipment;
- Utility costs associated with the use of a computer, printer, personal phone or occupation of the teleworking location;
- Travel expenses associated with commuting to City offices, buildings or meetings as defined in the Employee Handbook and expense reimbursement policy; or
- Other expenses as outline in the Telework Policy.

I have read this Teleworking Agreement, understand it, and agree to its terms.

I understand that teleworking privileges may be revised or terminated by the City as provided in the policy, especially if abuse of the Telework Policy occurs.

Employee Name (Please Print)

Employee

Date

Supervisor

Date

Department Head

Date

Send this signed agreement to Human Resources for placement in the Employee’s Personnel File. The employee and the supervisor shall each keep a copy of this agreement for future reference.

I-drive/Employee Telework Policy