



REMOTE WORK POLICY AND PROCEDURE

Adopted:

Amended:

POLICY CONTENTS

I. PURPOSE.....	1
II. PROCEDURES.....	1
III. ELIGIBILITY	1
IV. EQUIPMENT	2
V. SECURITY	3
VI. SAFETY	3
VII. TIME WORKED	4
VIII. AD HOC ARRANGEMENTS	4

I. PURPOSE

Remote work allows employees to work at home or other remote locations for an agreed upon period of time. The city of Shakopee considers remote work to be a viable, flexible work option when both the employee and the job are suited to such an arrangement. Remote work may be appropriate for some employees and jobs but not for others. Remote work is not an entitlement, it is not a citywide benefit, and it in no way changes the terms and conditions of employment with the city of Shakopee.

II. PROCEDURES

Remote work can be informal, such as working from home for a short-term project or, emergency scenarios or a formal, set schedule of working away from the office.

Any remote work arrangement made may be discontinued at will and at any time at the request of either the employee or the city.

III. ELIGIBILITY

Individuals requesting formal remote work arrangements must be employed with the city of Shakopee for a minimum of 12 months of continuous, regular employment and must have a satisfactory performance record. During emergency scenarios, the 12-months of employment requirement will be waived.

Before entering into any remote work agreement, the employee and manager/supervisor, with the assistance of the human resource department, will evaluate the suitability of such an arrangement, reviewing the following areas:

- Employee suitability. The employee and manager will assess the needs and work habits of the employee, compared to traits customarily recognized as appropriate for successful remote workers.
- Job responsibilities. The employee and manager will discuss the job responsibilities and determine if the job is appropriate for a remote working arrangement.
- Equipment needs, workspace design considerations and scheduling issues. The employee and manager will review the physical workspace needs and the appropriate location for the remote work.

If the employee and manager agree, and the human resource department concurs, a remote work agreement will be prepared and signed by the employee, manager/supervisor and the department head. All agreements are subject to review and approval of the City Administrator.

Evaluation of remote work performance will include regular interaction by phone, e-mail or Teams meeting/messaging between the employee and the manager, and potentially weekly face-to-face meetings to discuss work progress and problems. Evaluation of remote work performance will be consistent with that received by employees working at the office in both content and frequency. An appropriate level of communication between the remote worker and manager will be agreed to as part of the discussion process.

IV. EQUIPMENT

On a case-by-case basis, the city of Shakopee will determine, with information supplied by the employee and the manager, the appropriate equipment needs (including laptop, monitors, keyboards and other office equipment) for each remote work arrangement. The human resource and information technology departments will serve as resources in this matter. Equipment supplied by the organization will be maintained by the organization. Equipment supplied by the employee, if deemed appropriate by the organization, will be maintained by the employee. The city of Shakopee accepts no responsibility for damage or repairs to employee-owned equipment. The city reserves the right to make determinations as to appropriate equipment, subject to change at any time. Equipment supplied by the organization is to be used for business purposes only. The remote worker must sign an inventory of all city property received and agree to take appropriate action to protect the items from damage or theft. Upon termination of employment, all city property will be returned, unless other arrangements have been made.

The employee will establish an appropriate work environment within his or her home for work purposes. Shakopee will not be responsible for costs associated with the setup of the employee's home office, such as remodeling, furniture or lighting, nor for repairs or modifications to the home office space. The city of Shakopee is not responsible for any use, wear and tear, loss or maintenance of employee-owned devices or systems.

V. SECURITY

Work done at the remote work site is considered official City business. All City records, papers, and correspondence must be safeguarded and protected from unauthorized use or disclosure. 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 remote work 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. No remote work will be done on a non-password protected Wi-Fi, or in any public place, or on a public Wi-Fi connection.

If the employee has access to confidential information or related infrastructure, then they also need to ensure that their remote work 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.

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

Remote working is not designed to be a replacement for appropriate childcare. Although an individual employee's schedule may be modified to accommodate childcare needs, the focus of the arrangement must remain on job performance and meeting city demands. Employees must coordinate with their supervisor on a schedule that allows them to meet their parental responsibilities in addition to work obligations. This may be different for each employee based on the specifics of their situation. Employees must report any work/childcare scheduling conflicts to their supervisor in advance so schedule adjustments can be considered.

Although an individual employee's schedule may be temporarily modified to accommodate childcare needs, the focus of the remote work arrangement must remain on job performance and meeting City needs. If an employee is not meeting job expectations the employee will no longer be eligible for remote work.

VII. TIME WORKED

Remote working employees who are not exempt from the overtime requirements of the Fair Labor Standards Act will be required to accurately record all hours worked using the city of Shakopee's time-keeping system. Hours worked in excess of those scheduled per day and per workweek require the advance approval of the department's supervisor. Failure to comply with this requirement may result in the immediate termination of the remote work agreement.

VIII. AD HOC ARRANGEMENTS

Temporary remote work arrangements may be approved for circumstances such as inclement weather, special projects or business travel. These arrangements are approved on an as-needed basis only, with no expectation of ongoing continuance.

All informal remote work arrangements are made on a case-by-case basis, focusing first on the operational needs of the city of Shakopee.

**City of Shakopee
Authorized Remote Work Agreement**

I have read, understood, and agree to abide by the Remote Work Policy and this Remote Work Agreement with the City of Shakopee.

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

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 remote working 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 or long-distance 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 remote working location
- Travel expenses associated with commuting to City offices, buildings or meetings
- Other expenses as outlined in the Remote Work Policy

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

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

Employee

Date

Supervisor

Date

Department Director

Date

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