

Town of Deerfield

Employee Telecommuting Policy

I. PURPOSE

The purpose of the Employee Telecommuting Policy (the “Policy”) is to sustain the hiring and retention of a highly qualified workforce by offering certain Town employees the option to work remotely or “telecommute.”

II. APPLICABILITY

This Policy applies to all full-time and regular part-time non-represented Town employees, excluding those employees under the supervision and control of the School Committee.

Town employees subject to Collective Bargaining Agreements (CBAs) are subject to this Policy only if it is adopted as specified in their CBA.

III. ELIGIBILITY

To be eligible for a telecommuting Town employees must meet the following requirements:

- a. Must have completed of their probationary period or, if there is not probationary period, completion of 90 days of employment with the Town;
- b. Must have a record of performing their job duties in a satisfactory manner;
- c. Must not have been disciplined – formally or informally, orally or in writing – within the three years prior to entering into a telecommuting agreement with the Town; and
- d. Most of their job duties must be able to be performed electronically and not require their regular physical presence at their designated Town worksite.

Determining whether an employee meets the foregoing requirements is in the sole discretion of said employee’s department head and/or the Town Administrator.

IV. TELECOMMUTING AGREEMENT AND PROCEDURE

The Town will allow for its employees to telecommute only through a telecommuting agreement,

which is an agreement between the Town and one of its employees wherein the two agree that said employee's job duties may, in whole or in part, be performed at a worksite and/or time that is different than his/her traditional Town worksite and/or schedule. Telecommuting agreements will contain, among other things, the specific location(s) and times where and during which the employee is permitted to perform his/her job duties, and which of said job duties are permitted to be performed remotely.

- a. Complete the Telecommuting Agreement Request Form and submit it to the appropriate department head.
- b. Within 30 days of receipt, if the employee meets the eligibility requirements set forth in section III above, the department head and/or the Town Administrator may, in their sole discretion, submit a telecommuting agreement to the employee that accommodates his/her request to the extent that doing so does not adversely affect the operation of the employee's department and is in the best interest of the Town.
- c. If the employee approves of the draft telecommuting agreement, said employee may execute the same and all accompanying forms; if not, the employee may, within five days, request in writing, that the Town modify the agreement.
- d. Within five days of receiving a request to modify a telecommuting agreement, the department head and/or Town Administrator will determine, in their sole discretion, whether to modify the telecommuting agreement as requested.
- e. A telecommuting agreement will not be valid unless (1) it is signed by the employee, the department and/or Town Administrator, and the Director of Human Resources or his/her designee; and (2) the employee completes and/or signs all attendant forms.
- f. 30 days following the execution of a telecommuting agreement, the department head and/or Town Administrator will review the employee's telecommuting job performance to determine (1) whether he/she is performing his/her job in a satisfactory manner; (2) whether his/her telecommuting is adversely affecting his/her department's operations; and (3) whether his/her telecommuting is still in the best interest of the Town. Said review will be conducted annually thereafter.
- g. If, at any time subsequent to executing a telecommuting agreement, (1) the employee is not performing his/her job duties in a satisfactory manner; (2) the telecommuting agreement adversely affects the operation of the employee's department; or (3) the telecommuting agreement is not in the best interest of the Town, the department head and/or the Town Administrator may, in their sole discretion, rescind or modify said agreement.
- h. Either the Town or the telecommuting employee may terminate a telecommuting agreement at any time, without cause, so long as at least 14 days' written notice of said termination is given to the other party. Town termination of a telecommuting agreement is not subject to appeal.

V. CONFIDENTIALITY

Employees who telecommute must maintain appropriate confidentiality of all work-related information, including written documents, electronic files, and verbal communication. Any work performed at a remote location is considered official Town business. If said employees requires hardcopy confidential information at his/her remote location, they shall first obtain approval from their department head or his/her designee, and once said information has been transferred to the remote location use best efforts to store said information temporarily. Electronic files and automated records must be safeguarded to protect unauthorized disclosure or damage.

Telecommuting employees must store all protected health information, Personally Identifiable Information (PII), and confidential records in a secure location. Any verbal communication of confidential work-related information should be conducted in a private area. Confidential information shall not be downloaded to a local laptop or workstation or placed in the cloud. Printing of confidential Town materials in the remote telework location should be done in a secure manner.

VI. REMOTE WORKSPACE

Telecommuting employees' remote workspace must be sufficient for them to perform their remote job duties, including appropriate furniture, equipment, supplies, and lighting. The remote work location must be safe and free from hazards, including ensuring that the location complies with all applicable building codes. The Town is under no obligation to maintain or repair any structure at the remote work location or the remote workspace. Telecommuting employees are not permitted to conduct face-to-face meetings in the employee's home. Telecommuting employees shall apply approved safeguards to protect all Town records, including confidential documents as mentioned above, from unauthorized disclosure or damage and shall store all said documents in a secure location.

VII. REMOTE WORK SUPPLIES

The decision to purchase new equipment or supplies for a telecommuting employee is in the sole discretion of the department head and/or the Town Administrator and is contingent upon the availability of department funding to support the request. All such requests must be discussed with the department head prior to executing a telecommuting agreement.

All equipment, supplies, or other property provided by the Town remain the property of the Town. Telecommuting employees must take reasonable and prudent precautions to protect Town equipment against damage, loss, or abuse while in the employee's custody. Use of Town equipment is governed by the Town's [INSERT NAME OF POLICY(IES)]. Town equipment is serviced and repaired by the [NAME DEPARTMENT OR SERVICE PROVIDER] at [LOCATION] facilities. Support technicians will not travel to a remote work location.

Telecommuting employees must immediately notify Technical Service of any Town equipment that malfunctions.

Telecommuting employees must maintain internet service and a telephone at their own expense.

Teleworkers are prohibited from using their home computer for Town-related work unless the Town's secure remote access tools are used.

For all Town-issued laptops, employees must bring the laptop onsite, when requested by Technical Services, for updates and security patches. If equipment needs to be serviced or repaired, the employee must contact Technical Services to coordinate services. Employees shall bring the equipment to a Town building location for service.

Town equipment must be used for official Town business only. Unauthorized persons are prohibited from using Town equipment. Telecommuting employees will be responsible for transporting and installing the equipment at the remote workplace. Lost, stolen, or compromised devices must be reported, as soon as possible, to Technical Services and the Department Head – and to the Police in the case of theft. Telecommuting employees must safeguard access to Town systems. A Town-issued laptop computer, used to connect remotely, is subject to scanning by the Town to check for performance issues and general compliance with [INSERT APPLICABLE POLICY].

VIII. APPLICATION OF TOWN PERSONNEL AND OTHER TOWN POLICIES

Compensation and benefits including hours of work, leave, and overtime will remain the same for telecommuting employees as for all other employees. All personnel regulations and other applicable Town, state, and federal laws, bylaws, regulations, policies and procedures apply to said employees as well.

IX. LIABILITY

The determination of compensability for remote workplace injuries shall be determined like any other off-site location for purposes of Workers' Compensation. Telecommuting employees agree to notify their department head immediately of any accident or injury that occurs at their remote workplace and to comply with Town policies related to on-the-job injuries.

The Town will not be liable for injuries occurring during telecommuting hours if the employee is conducting personal, non-work-related activities. Telecommuting employees understand that the Town will not be liable for any injuries to third parties or for damages to an employee's personal or real property while the employee is working at the remote workplace. Information on a telecommuting employee's laptop or workstation may be subject to the Massachusetts Public Records Law and subpoena requests. The Town will not be liable for any damages to the employee's property that results from telecommuting. The Town will not be responsible for operating costs, home maintenance, or any incidental cost (e.g. utilities) associated with the employee's use of their residence for telecommuting.

X. DEPENDENT CARE

Telecommuting is not a substitute for childcare or other dependent care responsibilities. If a child or dependent who would normally require child or other dependent care is present during scheduled telework hours, the employee shall make other arrangements for the care of the child or dependent. Telecommuting employees may, however, provide limited care for the child or

dependent who requires occasional care in the remote workplace.

XI. INCLEMENT WEATHER AND EMERGENCIES

When an employee is teleworking during inclement weather or other emergencies, he/she is subject to department essential staffing requirements. A telecommuting employee may be required to come to his/ traditional Town work location during adverse weather or other emergency. In addition, telecommuting employees may be required to work under the department's Continuity of Operations Plan (COOP).