

TOWN OF TWO HILLS



Policy Number: 2009-01
Date of Issue: April 14, 2009
Policy Subject: **WORKING FROM HOME**

POLICY STATEMENT:

The purpose of this policy is to provide an understanding and protection for the employer and employee in a "working from home" situation.

PROCEDURES:

In the event that an Employee is performing work pursuant to the Employee's employment with the Town at a location other than the Town Office, that Employee:

- a. Shall ensure that all work performed outside of the Town Office complies with and conforms to the requirements of every applicable law, regulation, ordinance and order at any time or from time to time in force during the term of that Employee's employment with the Town, including all applicable legislation regarding personal privacy and record use and retention;
- b. Shall, upon receipt of written notice from the Town, provide to the Town all files, data, correspondence, records and all other materials relating to the Employee's work for the Town at a location other than the Town Office, for a period of up to two (2) years following the termination or expiry of the Employee's employment with the Town;
- c. Shall, with the exception of reasonable technical support, office equipment and supplies available to the Employee while on Town premises, maintain, at his or her sole cost and expense, all equipment and supplies necessary to facilitate the Employee's work pursuant to his or her employment with the Town while working at a site other than the Town Office (specifically including, without limiting the generality of the foregoing, use of the Employee's home office and home office equipment where appropriate and necessary);
- d. Shall not be reimbursed for any expenses incurred by the Employee when working from a location other than the Town Office, with the exception of such exceptional out-of-pocket expenses which are reasonably and directly required in order to perform such work on behalf of the Town and authorized in writing by the Town prior to such expenditures and also provided that such exceptional out-of-pocket expenses are supported by proper receipts, invoices or vouchers.

CONFIDENTIAL INFORMATION

All information and data received and compiled by the Employee while working pursuant to his or her employment with the Town at a site other than the Town Office shall be treated as confidential for the benefit of the Town and shall not be disclosed or made known to any other person except as authorized by the Town. All work product including, but not limited to, written reports, assessments, documents and records prepared and utilized by the Employee are deemed the property of the Town. This Section shall survive the termination or expiry of the Employee's employment with the Town.



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DOCUMENTS AND PUBLICATION RIGHTS

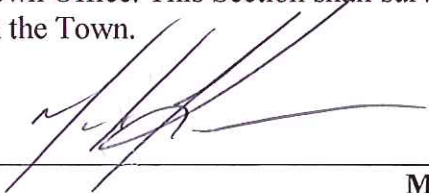
All documentation in the possession or control of the Employee arising from, or relating to, the Employee's work for the Town at a location other than the Town Office shall be the sole and exclusive property of the Town and shall be delivered to the Town upon request. Any reports or materials arising out of such work is the exclusive property of the Town and may not be published or reproduced without the prior written consent of the Town. This Section shall survive the termination or expiry of the Employee's employment with the Town.

INDEMNITY

Any Employee working pursuant to his or her employment with the Town at a site other than the Town Office shall, at all times, indemnify and save harmless the Town and its successors and assigns from and against any and all losses, liabilities, damages, costs and expenses of any kind whatsoever which at any time or from time to time may be paid, incurred or asserted against the Town as a direct or indirect result of the Employee's work for the Town at a location other than the Town Office. This Section shall survive the termination or expiry of the Employee's employment with the Town.

TOWN NOT LIABLE

Any Employee working pursuant to his or her employment with the Town at a site other than the Town Office does so at his or her own risk. The Town shall not, at any time or under any circumstances, hold the Town and its successors and assigns liable for any and all losses, liabilities, damages, costs and expenses of any kind whatsoever as a direct or indirect result of the Employee's work for the Town at a location other than the Town Office including, but not limited to, any losses, damages, costs and expenses to the Employee's personal equipment, tools and supplies which result due to the Employee's use of the same in performing work pursuant to his or her employment with the Town at a location other than the Town Office. This Section shall survive the termination or expiry of the Employee's employment with the Town.



MAYOR



ACTING CHIEF ADMINISTRATIVE OFFICER

