

ADMINISTRATIVE POLICY NO. 20-01

TELEWORK POLICY

1. **PURPOSE**

Telework allows employees to work at home, on the road, or in a satellite location for all or part of their workweek to address times when working in the office is not feasible (inclement weather, pandemic, personal illness, injury, etc.). The City and Borough of Sitka (“CBS”) considers teleworking to be a viable, flexible work option when both the employee and the job are suited to such an arrangement. Telework may be appropriate for some employees and jobs but not for others. Telework is not an entitlement, it is not an organization-wide benefit, and it in no way changes the terms and conditions of employment with the CBS. Telework arrangements are in the sole discretion of the Employer.

2. **GUIDELINES**

A. Procedures

- 1) Telework can be informal, such as working from home for a short-term project or a formal, set schedule of working away from the office as described below. Although either an employee can request, or a supervisor can suggest telework as a possible work arrangement.
- 2) Any Telework arrangement made will be on a temporary basis. Normally one week's notice of any change to or elimination of a telework arrangement shall be provided to the employee. There may be instances, however, when no notice is possible.
- 3) The employee and supervisor will each evaluate the telework arrangement at least one week prior to the end of its duration and assess the continued need for such an or any justifiable modifications to it. If agreed between employee and supervisor, a recommendation to continue the arrangement shall be made to the Department Head, and if approved, an updated Telework Agreement will be prepared and signed

B. Eligibility

Individuals requesting telework arrangements must have a satisfactory performance record. Before entering into any Telework Agreement, the employee and supervisor will evaluate the suitability of such an arrangement, reviewing the following areas:

- Operational Needs of the Department
- Job Duties and Responsibilities.
- Equipment needs
- Scheduling issues

NOTE: Telework 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 the operational needs of the department and CBS.

If the employee and supervisor agree, and the Department Head approves, a Telework Agreement will be prepared and signed.

C. Communication

- 1) A communication plan between the Employee and Supervisor will be agreed to as part of the Telework Agreement. The Employee and Supervisor are expected to communicate at the same level and in the same manner as they normally would have if the employee was working in the office.
- 2) Such communication will include regular interaction by video conferencing and e-mail between the employee and the supervisor. Weekly check-in meetings in-person or by video conferencing shall occur to discuss work progress and problems.

D. Performance Evaluation

Evaluation of the employee's performance will be based on and consistent with what would normally be expected if the employee was not teleworking but at the office.

E. Equipment and Work Environment

- 1) On a case-by-case basis, the CBS will determine, with information supplied by the employee and the supervisor, the appropriate equipment needs (including hardware, software, phone and data lines and other office equipment) for each telework arrangement.
- 2) Information Technology (IT) will serve as resources in this matter.
- 3) Equipment supplied by CBS is the property of CBS and will be maintained by the organization.
- 4) Equipment supplied by the employee, if deemed appropriate by the Supervisor, will be maintained by the employee. CBS accepts no responsibility for damage or repairs to employee-owned equipment.
- 5) CBS 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 employee must sign an inventory of all CBS property received and agree to take appropriate action to protect the items from damage or theft.
- 6) Upon termination of employment, all CBS property will be returned to the CBS, unless other arrangements have been made.

- 7) The employee will establish an appropriate work environment within his or her home for work purposes. CBS will not be responsible for costs associated with the setup of the employee's home office, such as remodeling, furniture, lighting, data lines, or phone lines, nor for repairs or modifications to the home office space. CBS will supply the employee with appropriate office supplies (pens, paper, etc.) as deemed necessary.

F. Security

Consistent with CBS's expectations of information security for employees working at the office, teleworking employees will be expected to ensure the protection of sensitive or confidential work-related information accessible from their home office. Steps include the use of locked file cabinets and desks, regular password maintenance, and any other measures appropriate for the job and the environment.

G. Safety

- 1) Employees are expected to maintain their home workspace in a safe manner, free from safety hazards. Injuries sustained by the employee in a home office location and in conjunction with his or her regular work duties during pre-defined work hours are generally covered under workers compensation.
- 2) Teleworking employees are responsible for notifying the supervisor of such injuries as soon as practicable.
- 3) The employee is liable for any injuries sustained by visitors to his or her home worksite.

H. Time Worked

Non-exempt teleworking employees who are eligible for overtime under federal and state law or the collective bargaining agreement will be required to accurately record all hours worked using CBS's time-keeping system.

Non-exempt employees are limited to working only those hours for which their position is budgeted (full-time vs. part-time).

Non-exempt employees shall not work any hours worked in excess of forty (40) hours in a work week unless such overtime is approved in writing by the Employee's Supervisor.

I. Taxes and Legal Obligations

The employee is solely responsible for tax or legal implications under IRS, state and local government laws, and/or restrictions of working out of a home-based office. Responsibility for fulfilling all obligations in this area rests solely with the employee.

J. Failure to Comply with Terms of Telework Agreement

Failure to comply with any of the provisions of this Policy or requirements of the Telework Agreement will result in the immediate termination of the Agreement and may include discipline, up to and including, dismissal.

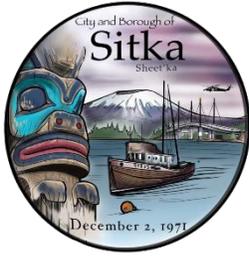
3. GENERAL PROVISIONS

- A. **Scope:** This policy applies to all departments and employees of the City and Borough of Sitka, Alaska under the general direction of the Municipal Administrator.
- B. **Authority to promulgate policy:** The Municipal Administrator of the City and Borough of Sitka, Alaska maintains the authority granted by the Sitka Home Rule Charter and Sitka General Code to order policy and the guidelines and implementation.
- C. **Effective date:** This policy will take effect as of the signing date.

Dated at Sitka, Alaska, this 26th day of May, 2020.



John Leach
Municipal Administrator



City and Borough of Sitka Telework Agreement

Employee Name: _____

Position: _____

Department: _____

Date: _____

Employee has requested participation in the City and Borough of Sitka's ("CBS") telework program and the Supervisor has agreed to allow such participation based on this Agreement. The decision to grant an Employee's request to telework is in the sole discretion of the Supervisor.

The Employee understands and agrees to adhere to the guidelines and policies set for below.

1. **Duration.** This Agreement will be valid for a temporary period beginning on _____ and ending on _____. The Supervisor reserves the right to rescind this Agreement for noncompliance or other operational reasons during the duration of this Agreement with notice.
2. **Work hours.** Employee's work hours and alternate work location are specified in the Attachment at the end of this agreement.
3. **Pay and attendance.** All pay, leave and travel entitlement will be based on the position's primary business location. Employee's time and attendance will be recorded as performing official duties at the primary business location.
4. **Leave.** Employees shall follow establish leave procedures while teleworking and understands that they must follow such procedures in order to obtain approval before taking leave.
5. **Pay Status.** The Employee will be in pay status when working at the alternate work

Telework Agreement for _____
_____ Department

Employee Initials _____

location designated below.

6. **Overtime.** Overtime eligible Employees may only work overtime that has been approved in advance and in writing by their Supervisor. The Employee understands that CBS may take disciplinary action if overtime work is engaged in by an overtime eligible Employee without prior approval.
7. **Work assignment.** The Employee will meet with the Supervisor as directed by the Supervisor to receive assignments and to review completed work as necessary or appropriate. The Employee will complete all assigned work according to work procedures and deadlines mutually agreed upon by the Employee and Supervisor.
8. **Work Assignments/Performance.** Employee agrees to complete all assigned work according to procedures agreed upon by the Employee and the Supervisor. Employee agrees to provide regular reports if required by the Supervisor to help judge performance. The Employee understands that a decline in performance or any other reason or no reason may be grounds for canceling the alternative workplace arrangement.
9. **Performance location.** The Employee agrees to limit performance of assigned duties to the Employee's primary business location or to the approved alternate work location.
10. **CBS owned equipment.** In order to effectively perform assigned tasks, the Employee may use CBS equipment at the telecommuting location with the approval of the CBS. Employer owned equipment will be serviced and maintained by the employer. Any equipment provided by the Employee will be at no cost to the CBS and will be maintained by the Employee. The Employee will only use software that has been properly acquired for such use by the copyright holder.
11. **Records.** The Employee will apply approved safeguards to protect CBS records from unauthorized disclosure or damage. Work done at the alternate work location is considered CBS business. All records, papers, computer files, and correspondence must be safeguarded for their return to the primary business location. Even if located on personal equipment, the CBS may take possession of any work-related documents and copy any data or hard drives containing CBS related files.
12. **Liability.** The CBS will not be liable for damages to the Employee's property that results from participation in a telecommuting arrangement.
13. **No Reimbursement.** The CBS will not be responsible for operating costs, home maintenance, or any other incidental cost (e.g. utilities) whatsoever, associated with the alternate work location.
14. **Workers' Compensation.** The Employee is covered under the Workers' Compensation Law if injured in the course and scope of performing official duties during approved worked hours. The Employee must report any work-related injuries or illnesses to his/her Supervisor as soon as practicable
15. **Information and Computing Technology Policy.** This policy does not preclude the Employee from abiding by information and computing technology policy. Employees are expected to maintain

current / up-to-date antivirus protection on their personal systems. Information Technology (IT) can provide setup instructions for users to connect to CBS (server names, connectivity instructions, etc.) but IT will not support personal systems.

16. **Failure to Comply with Agreement.** Employee Failure to comply with any provision in this Agreement may result in termination of this Agreement and disciplinary action, up to and including dismissal.

Approved Alternate Work Location(s): _____

NOTE: If alternate work location is outside of Alaska, Employee must notify payroll to coordinate payment of state taxes.

General Work Hours:

Day	Hours	Location (home, office, other)
Monday:	_____ - _____	_____
Tuesday:	_____ - _____	_____
Wednesday:	_____ - _____	_____
Thursday:	_____ - _____	_____
Friday:	_____ - _____	_____
Saturday:	_____ - _____	_____
Sunday:	_____ - _____	_____

Other Directions or Comments Agreed To (such as flexible work hours, any in-person reporting requirements, etc.)

Employee Signature: _____ Date: _____

Supervisor Signature: _____ Date: _____

Distribution: Original – HR Personnel file
Copy – Supervisor
Copy – Employee