

ADMINISTRATIVE POLICY NO. 15-02

CELLULAR DEVICES POLICY

I. PURPOSE

The purpose of this Cellular Devices Policy is to provide guidelines for use of cellular devices for work purposes, including use of CBJ-owned cellular devices and use of employees' personal cellular devices for work purposes. CBJ will provide a stipend for those employees whose work entails using an employee-owned cellular device per *Section IV.A (1-3)* of this policy.

II. DEFINITIONS

A. Cellular Device

A cellular device is an electronic device used for mobile telecommunications over a cellular network. In addition to the standard voice function, cellular devices known as smartphones may support many additional services and accessories, such as text messaging, e-mail, web browsing, camera and GPS. Additionally, cards for the purpose of providing cellular network access (this type of card requires some type of monthly service plan) for mobile computing devices such as a laptop are also considered cellular devices.

B. CBJ-Owned Cellular Device

A cellular device and the associated monthly services that are acquired by and paid for by CBJ and issued to employees to conduct CBJ business.

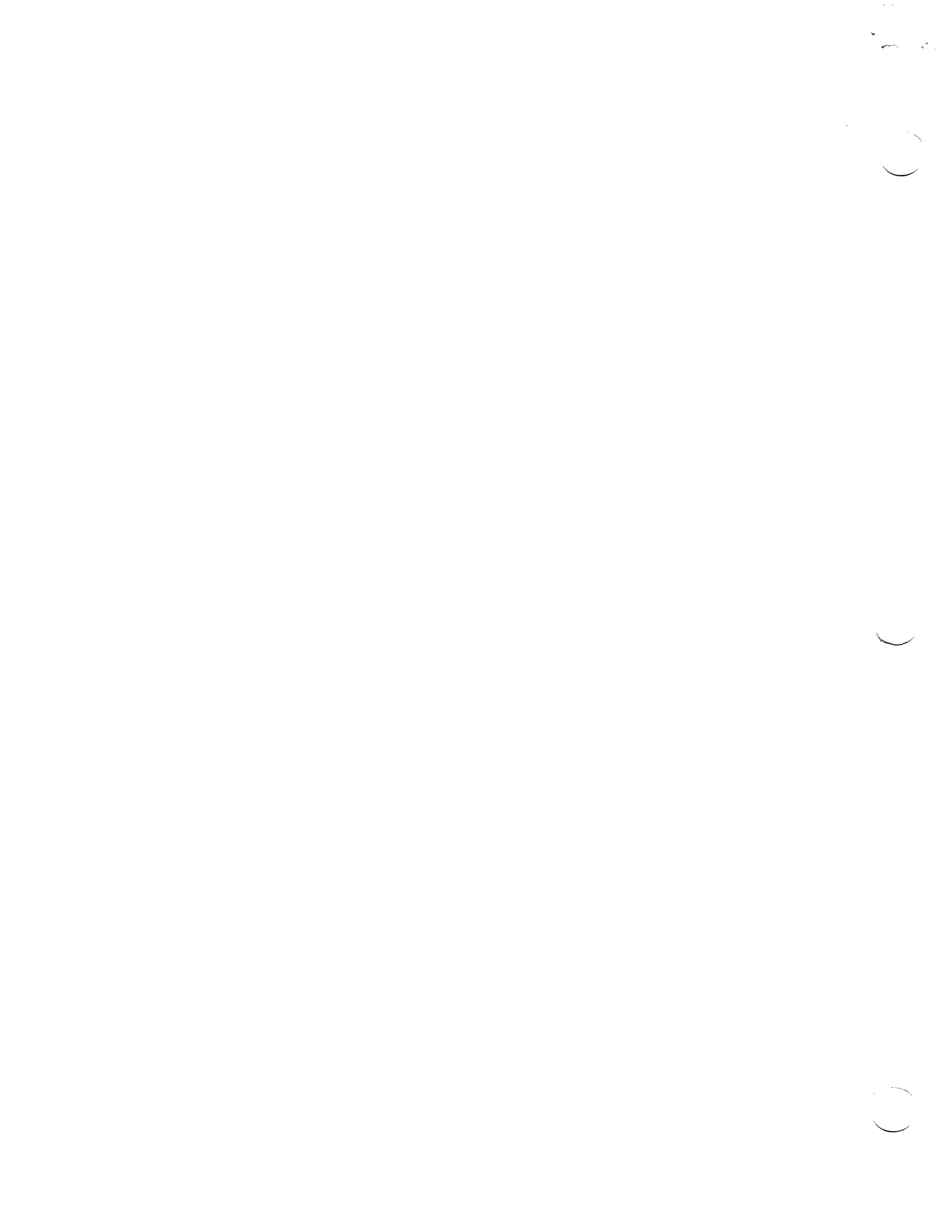
C. Personal Cellular Device

A cellular device and the associated monthly or prepaid services that are purchased by the employee, using the employee's own funds.

III. POLICY

The CBJ authorizes certain employees to use either a CBJ-owned cellular device or a personal cellular device when such usage is required by the employees' job duties. It is the CBJ's preference to authorize a stipend for the use of personal cellular devices rather than provide CBJ-owned cellular devices.

Standard operating procedure is for the CBJ to authorize certain employees to use their personal cellular devices for work purposes when required by their job duties, with payment of an allowance under the terms of this policy. If the employee does not wish to use his or her personal device for work purposes, a CBJ-owned cellular device will be provided. Any and all usage of cellular devices must comply with all federal, state and CBJ laws, rules, regulations and acceptable use established by *Administrative Policy No. 14-04 Information and Communications Technology Policy*. Decisions by department directors about cellular device usage should reflect considerations of cost effectiveness.



7. AUTHORIZATION AND OVERSIGHT OF CELLULAR DEVICE USAGE

A. Authorization

The department director is responsible for authorizing an employee to use a cellular device for business purposes, based on one or more of the following factors:

- (1) Departmental requirements indicate using a cellular device is an integral part of performing the duties of the job;
- (2) A significant amount of the employee's job duties are performed in the field;
- (3) The employee is regularly required to be on call or contacted for business reasons outside of typical operating hours.

B. Oversight

Approval is made on the basis of a genuine business need, and the department director will review cellular device usage routinely to determine if the service and/or device is still required. Service plans and/or stipends will be dropped when deemed appropriate by the department director.

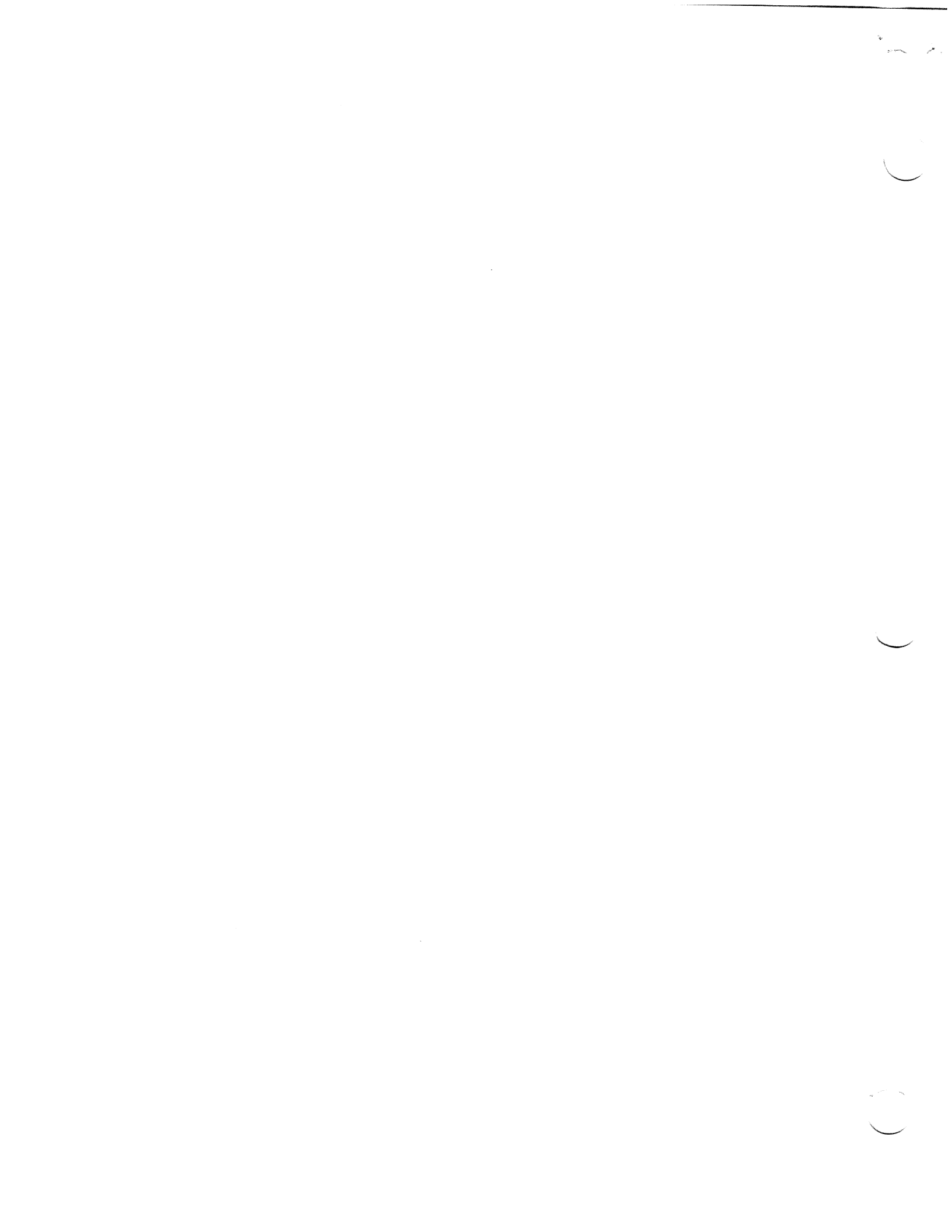
V. CELLULAR DEVICE GUIDELINES

The following are the scenarios by which a CBJ employee may, if approved, use cellular devices for work purposes.

A. Business Use of and Compensation for Personal Cellular Devices

Department directors may authorize employees to use their personal cellular devices for work purposes on a voluntary basis, under the terms and guidelines of this policy.

- (1) A monthly stipend will be issued to those employees who are authorized by their department directors to use personal cellular devices for work purposes. The CBJ will pay a stipend for use of either a voice-only cellular device or a combined voice and data cellular device. In no event will the allowance paid exceed 50% of the employee's actual monthly charges.
- (2) The stipend will be added to the employee's pay and effective the next available pay period following submission of the stipend authorization agreement, signed by the employee and department director, to Payroll.
- (3) The employee is responsible for submitting to the department director, upon request, his or her wireless service bill verifying the charges and confirming that the employee continues to have the service.



- (4) The employee's supervisor and the employee are both responsible for notifying the department director and the Payroll Office, in writing, within 10 days, if the employee is no longer required to use a personal cellular device for job related tasks, or if the personal cellular device has become disabled and not usable.
- (5) The department director is responsible for notifying the Payroll Office, in writing, when revoking an employee's cellular stipend.
- (6) If an employee loses his or her personal cellular device and the device contains CBJ information including but not limited to emails, calendar notations and texts, the employee is responsible for immediately notifying his or her supervisor and MIS. The CBJ has the right to destroy any data on the personal cellular device or take any other action to ensure the confidentiality of CBJ information on the cellular device, without regard to potential loss of the employee's personal data or information.

B. Use of CBJ-Issued Cellular Devices

Usage of CBJ-owned cellular devices is restricted to CBJ business and shall comply with the Information and Communications Technology Policy.

If it is determined that the use of a personal cellular device does not meet the business needs of the CBJ, or the employee does not wish to use his or her personal cellular device, a department director may authorize an employee to use a CBJ-owned cellular device for business purposes. The CBJ-issued device should be the least expensive device available that meets CBJ business needs.

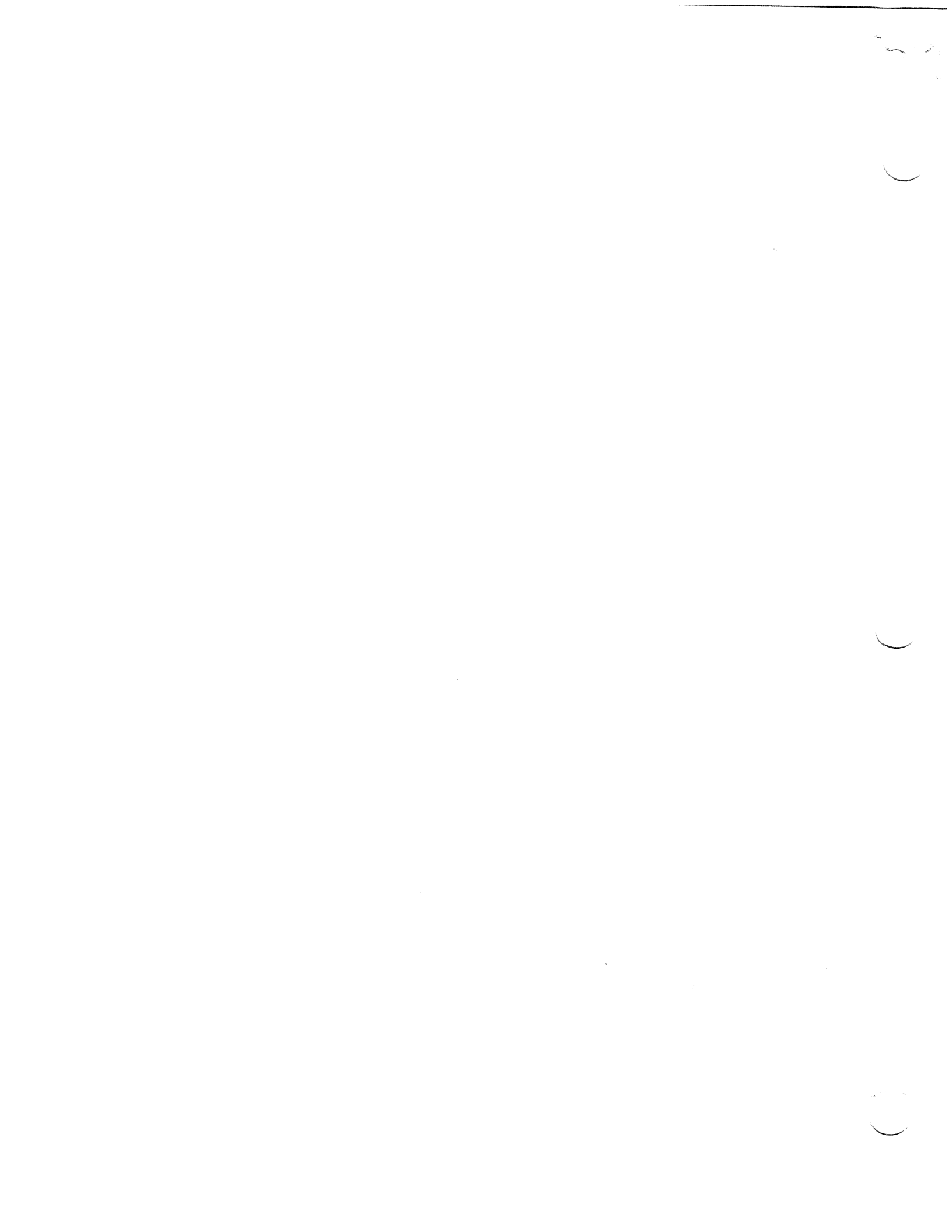
If an employee loses the device, he or she is responsible for immediately notifying his or her supervisor and MIS. The CBJ has the right to destroy any data on the CBJ-owned cellular device or take any other action to ensure the confidentiality of CBJ information on the cellular device, without regard to potential loss of the employee's personal data or information.

VI. LIMITING OR REVOKING ACCESS

The CBJ may revoke or limit permission for use of cellular devices for work purposes at any time without cause or explanation. Department directors may issue department specific limitations on use of cellular devices that are more restrictive than this policy.

VII. REPAIR OR REPLACEMENT OF CELLULAR DEVICES

Under no circumstances will an employee be authorized to repair a CBJ-owned cellular device on his or her own. For individuals who utilize CBJ-owned cellular devices, the CBJ will provide support and repair services for those devices.



The CBJ has no responsibility for the repair or replacement of personal cellular devices used for work purposes.

viii. CONFIDENTIALITY OF SYSTEMS AND INFORMATION

Various CBJ, state and federal laws, rules, regulations and policies restrict access to and disclosure of confidential and sensitive data and information, including but not limited to employee or client medical information, and social security numbers. Employees will not disclose or allow access to such sensitive and confidential information or data, except in accordance with CBJ or departmental rules, practices or procedures. Employees with such access are responsible for the safekeeping and handling of their cellular devices to prevent unauthorized disclosure of any confidential information contained in the system or on their personal cellular devices. Employees must immediately notify their supervisor of any potential breach/unauthorized access to their cellular devices used for work purposes or to CBJ-owned cellular devices.

Electronic data should be transported on cellular devices only as necessary to conduct CBJ business. Employees are required to ensure that cellular devices are properly secured via password protection. This includes both personal cellular devices used for business purposes and CBJ-owned cellular devices.

IX. EMPLOYEE PRIVACY EXPECTATIONS

Communications on CBJ-owned cellular devices are subject to public review. Any communications, call records, contact information, or other data associated with these devices are the property of CBJ and reviewable immediately upon request.

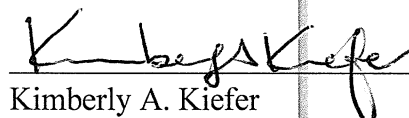
It is understood that interacting with the CBJ computing and networking systems means that information on a personal device is subject to Open Records Act requests or discovery in civil litigation. The personal device may be confiscated and all information is subject to review.

X. GENERAL PROVISIONS

Scope: This policy applies to all agencies and employees of the City and Borough of Juneau, Alaska.

Effective Date: This policy will take effect on the date the policy is signed.

Dated at Juneau, Alaska, this 15 day of September, 2015.



Kimberly A. Kiefer
City and Borough Manager

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**City & Borough of Juneau
Cellular Device Stipend Agreement**

New or Continuing Agreement Modified Agreement Termination of Agreement

Employee Name: _____
Department: _____
Job Title: _____

Employee ID #: _____
Account Unit: _____

Monthly Stipend amount (Please check one)
_____ **\$15 Voice & Text**
_____ **\$30 Data, Voice & Text**

Stipend start date: _____ (payment will start with next payroll cycle)

Cell Phone # (with area code): _____ Cell Provider: _____

Business justification based on employee's job duties and consistent with CBJ Cellular Devices Policy:

Agreement:

In consideration of the stipend to be received from CBJ, pursuant to this Cellular Device Stipend Agreement, employee understands and agrees:

- That I have purchased, or will purchase, a cellular device and/or equipment and assume responsibility for all vendor terms and conditions, plan choices, service levels, calling areas, service and equipment features, termination clauses, payment terms and penalties of the services and/or equipment purchased;
- That I am responsible for the loss, damage, insurance, and/or replacement of the cellular equipment purchased;
- That I am responsible for all expenses incurred to the service provider and accept sole responsibility for any claims, charges or disputes with the service provider;
- That I will receive a stipend which is subject to cessation or change at the sole discretion of the City & Borough of Juneau;
- That I will promptly report to my department director and/or supervisor any updates or changes to cell phone numbers or plan provisions that could impact my access to communication services; and
- That I will carry the cellular equipment for which this stipend is received, and keep it charged, in operational condition, and accessible for business use as required by my department director or supervisor.

Employee Certification:

By my signature below, I certify I have read both the **Information and Communications Technology Policy and Cellular Devices Policy** and understand and agree to all provisions of this Agreement and certify that the stipend received by me pursuant to the Agreement will be used to partially reimburse me for expenses I incur for cellular service and/or equipment utilized in the course of my employment with the City & Borough of Juneau.

Employee Signature

Date

Direct Supervisor

Date

Department Director

Date

Forward completed form to the Payroll office.

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