



# COVID-19 Telecommuting Agreement

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Employee Name: \_\_\_\_\_

Position: \_\_\_\_\_

Department: \_\_\_\_\_

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The following and any attachments constitute an agreement between the City and Borough of Juneau (CBJ) and \_\_\_\_\_, employee.

Employee agrees to participate in the telecommuting program and to adhere to the applicable guidelines and policies as amended from time to time. The CBJ concurs with the employee's participation and agrees to adhere to the applicable guidelines and policies.

**Terms and Conditions.** The telecommuting agreement is subject to the following terms and conditions:

**1. Duration.** This agreement will be valid for a temporary period of time beginning on \_\_\_\_\_ and ending when public health recommend that social distancing related to the COVID-19 pandemic is not necessary.

**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 must obtain approval before taking leave in accordance with established leave procedures.

\_\_\_\_ (Initials) By signing this form, employee acknowledges his/her responsibility to and agrees to follow established procedures for requesting and obtaining approval of leave.

**5. Overtime.** The employee will continue to work in pay status while working at the alternate work location.

Overtime eligible employees may only work overtime that has been requested and approved in advance. The employee understands that The CBJ may take corrective action if overtime work is engaged in by an overtime eligible employee without prior request and approval.

\_\_\_\_(Initials) By signing this agreement, the employee agrees that failing to obtain proper approval for overtime work may result in discontinuation of the telecommuting agreement, removal from employment, or other appropriate corrective action.

**6. Work assignment.** The employee will meet with 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 mutually agreed upon by the employee and supervisor.

**7. Employee evaluation.** The evaluation of the employee's job performance will be based on norms or other criteria derived from past performance and occupational standards consistent with these guidelines. For those assignments without precedent or without standards, regular and required progress reporting by the employee will be used to rate job performance and establish standards.

**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 primary business location or to the approved alternate work location. Failure to comply with this provision may result in termination of the telecommuting agreement and/or other appropriate corrective action.

**10. CBJ-owned equipment.** In order to effectively perform assigned tasks, the employee may use CBJ equipment at the telecommuting location with the approval of the CBJ. Employer owned equipment will be serviced and maintained by the employer. Any equipment provided by the employee will be at no cost to The CBJ, 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.

\_\_\_\_(Initials) By signing this agreement, the employee acknowledges his/her responsibility for CBJ-owned equipment and agrees to protect that equipment against damage and unauthorized use.

**11. Records.** The employee will apply approved safeguards to protect CBJ records from unauthorized disclosure or damage. Work done at the alternate work location is considered CBJ 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 CBJ may take possession of any work related documents and copy any data or hard drives containing CBJ-related files.

\_\_\_\_(Initials) By signing this agreement, the employee acknowledges his/her responsibility for CBJ records and agrees to protect those records against damage and unauthorized use or disclosure.

**12. Liability.** The CBJ will not be liable for damages to the employee's property that result from participation in a telecommuting arrangement.

**13. Reimbursement.** The CBJ 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

\_\_\_\_(Initials) By signing this agreement, the employee acknowledges his/her responsibility for reporting work-related injuries or illnesses 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. All computing policies are available at <http://cbj.cbjak.org/div/mis> (See the Computing Policies link). Employees are expected to maintain current / up-to-date antivirus protection on their personal systems. Management Information Systems (MIS) can provide setup instructions for users to connect to CBJ (server names, connectivity instructions, etc) but MIS will not support personal systems.

\_\_\_\_(Initials) By signing this agreement, the employee acknowledges he/she will follow all information and computing technology policies.

**16. Other Action.** Nothing in this agreement precludes the CBJ from taking any appropriate corrective or adverse action against an employee who fails to comply with the provisions of the agreement pursuant to CBJ rules and polices.

Employee Signature: \_\_\_\_\_ Date:\_\_\_\_\_

Department Director Signature: \_\_\_\_\_ Date:\_\_\_\_\_

Attachment: Telecommuting Agreement Attachment - Location & Hours

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

**Telecommuting Agreement Attachment – Location and Hours**

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Employee Name: \_\_\_\_\_

Position: \_\_\_\_\_

Department: \_\_\_\_\_

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The following location(s) and work schedule are agreed to in support of the Telecommuting Agreement.

**Location:**

Primary Business Location: \_\_\_\_\_

Alternate Work Location(s): \_\_\_\_\_

\_\_\_\_\_

NOTE: If alternate work location is outside of the state of Alaska, employee must notify payroll to coordinate payment of state taxes. Although temporary alternative work locations outside of the Juneau may be authorized, in no case will an out of state alternate work location be approved on a long-term or ongoing basis.

**General Work Hours:**

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

**Comments (Schedule flexibility, etc.):**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Employee Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Supervisor Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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