

TOWN OF BISCOE TELECOMMUNICATING POLICY

Employee Name:	
Job Title:	
Agreement begins on:	
Employee's Personal Phone Number:	
Employee Address Where Telework Will Occur:	

I understand that my position is classified as a Category _____ based on the current needs of the Town and the definitions below:

- **Category 1 – REQUIRED:** Employees in this category, regardless of the situation will be working on-site, unless they are sick, quarantined, isolated, or on paid time off such as vacation.
- **Category 2 – SITE WORK INTERMITTENTLY REQUIRED:** Employees in this category could perform their work via telecommuting, however, the employee could intermittently be required to report to Town facilities depending on the needs of the Town.
- **Category 3 – SITE WORK NOT REQUIRED:** Employees in this category would **rarely** be required to work on-site, however, the employee could be called into work depending on the needs of the Town.
- **Category 4 – NO OFF-SITE WORK AVAILABLE** – Employees in this category hold positions within the Town that are limited in the work the employee could perform for the Town off-site. Regardless of the good intent of the employee to perform work for the Town, there is limited to no work available for the employee to perform offsite.

I understand and agree to the following based on the needs of the Town:

- The Town considers me someone who **CAN / CANNOT** perform my essential job functions via telecommuting work from home.
- If I work from home under this agreement, I will coordinate with my supervisor to determine which work assignments may require me to report to a work site, be completed via telecommuting (if applicable), or remain incomplete for the duration of this agreement. I may also be assigned new tasks by my supervisor.
- On a daily basis, at the end of my work shift, I will communicate with my supervisor to advise of the work completed that business day.
- I am eligible to take compensatory time, vacation time or sick time for all non-work hours. If I am an Exempt employee, per Town policy, the smallest increment of vacation or sick time that can be taken is 4 hours. I will follow the Town's policy on taking paid time off. I will seek prior approval from my supervisor before taking paid time off hours such as compensatory time or vacation time.

- I will complete my timesheet accurately to reflect separate entries for hours of work and any leave hours taken. I acknowledge that falsification of my timecard is a violation of Town policy and is subject to Corrective Action up to and including termination of employment.
- I understand that no Overtime hours may be worked without the expressed written permission of the Town Manager.
- During regularly scheduled work hours, I am required to respond to Town business related phone calls within two (2) hours.
- I am required to check my Town email continuously throughout the work hours I have agreed to work under this agreement, in order to handle any time sensitive business needs, and to check for updates from my Department Director or the Town Manager.
- I may be required to report to work on-site as required by my supervisor, Department Director, or Town Manager, regardless of my Job Category, as described above.
- I may be asked to temporarily carry out job duties outside my normal essential job functions. This could include work assignments outside my department.
- If I am required to report to my Town work site, I will be given as much notice as possible but may need to report within two hours' time, depending on the circumstances. The time spent commuting to and from my home to the Town work site will not be considered working hours.
- If I am called for an unscheduled assignment and required to report to work outside of my normal work hours, I will record this time as hours worked on my timecard.
- I will be given 24 hours-notice regarding the end of this agreement. After receiving this notice, I will report to work on my next scheduled workday. I will confirm with my supervisor my expected work start time.
- **Regardless of my work status, I will immediately contact my supervisor if I have to self-quarantine due to an exposure or I begin exhibiting COVID-19-like symptoms.**
- The Town Manager reserves the right to modify this agreement at any time. I will be notified of any changes to this Agreement in writing and will be asked to sign a new Agreement.
- I may be subject to disciplinary action, up to and including termination, for violation of the terms of this Agreement.
- This Agreement does not create an employment contract and my employment remains at will. My employment remains terminable at any time, with or without cause, by either party.

By signing below, I understand my responsibilities as stated above and agree to the terms of this section of the Agreement.

Employee Signature: _____

Date: _____

Department Head: _____

Date: _____

Telecommuting Agreement

If I am an employee who **can** perform all or part of my work from home (as indicated in the previous section), I understand I am expected to abide by the following:

1. **Terms of Work Hours and Compensation** - Hours worked must be recorded and reported on my weekly timesheet. Time not worked, up to my regular work schedule will be supplemented with Compensatory time, Vacation time or Sick time. All Overtime Hours must be approved in advance by the Town Manager, prior to the work being performed. Failure to do so may result in disciplinary action.
2. **Commitment & Reversibility** - This telework arrangement will begin on December 14, 2020 and continue until ended by the employee or the Town.

Continuation of the agreement is subject to review and an employee's ability to telecommute may be revoked at any time, depending on the needs of the Town.

3. **Telecommuting Assignment, Accountability and Performance Measurement** - I agree to facilitate communication with customers and co-workers who may need to interact with the me while telecommuting. I agree to keep my supervisor informed of progress on my work assignments and any problems encountered while telecommuting.
4. **Liability** - The Town of Biscoe will not be liable for damages to the employee's property that results from participation in the telecommuting program.
5. **Reimbursement** - The Town will not be responsible for any operating costs, home maintenance, or any other incidental cost (e.g., utilities) whatsoever, associated with the use of the employee's residence. The employee will be reimbursed for **authorized** business expenses incurred while conducting business for the Town in the same manner as if working at a Town facility.
6. **Workers' Compensation** - The employee is covered under the Workers' Compensation Law if injured in the course of performing official duties at the telecommuting location.
7. **Work assignments** - The employee will communicate with his/her immediate 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 the immediate supervisor according to guidelines and standards stated in the employee's job description.

I understand that regardless of my telecommuting status, I can be required to report to work by my supervisor, Department Director, or Town Manager based on the needs of the Town. I acknowledge that should I be asked to report to work, I will be given as much notice as possible, but could be required to report to work within two hours.

By signing below, I understand my responsibilities as stated above and agree to the terms of this section of the Agreement.

Employee Signature: _____ **Date:** _____

Town Manager: _____ **Date:** _____