



DANIA BEACH  
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### EMPLOYEE HOME-BASED WORK AGREEMENT

The following constitutes an agreement on the terms and conditions of telework between:

Employee's name: \_\_\_\_\_ (“employee”)

Supervisor's name: \_\_\_\_\_ (“supervisor”)

The employee has read and agrees to adhere to the City’s Temporary Telework Policy, a copy of which is attached. The supervisor concurs with the employee’s participation in telework as outlined by the terms of this agreement.

#### 1. Telework Schedule

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday

The employee agrees to remain accessible during designated work hours and understands that management retains the right to modify this agreement on a temporary basis as a result of business necessity. Hours worked shall be reported by the Employee using the Employee Self Reporting Weekly Hours of Work form provided by the City.

#### 2. Telework Location

Employee agrees to limit telework to the approved telework location. The telework location is (indicate either home or telework center, and full street address with city, county, state, and zip code):

Location designation and address:	
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#### 3. Attendance and Leave

Existing policies and procedures on leave, time, and attendance still apply. The manager or supervisor, on receipt of the employees Employee using the Employee Self Reporting Hours of Work form will review and certify time and attendance for employees who telework

**4. Telework During COOP Events or Weather Emergencies**

When non-essential employees are not required to report to work due to an emergency event, inclement weather, or other similar circumstances (e.g., flood, fire, or loss of electricity or other services), the employee:

- is required;
- is not required;

to telework. If the employee is required to telework and it is not possible to telework due to loss of power or internet connectivity, the employee shall contact their immediate supervisor. The supervisor may require the employee to report on-site or authorize an excused absence.

**5. Travel and Relocation**

If the employee is required to travel to and from the City (e.g., to attend a required meeting or training), the employee shall not receive reimbursement for travel costs. In no event shall the employee receive any relocation expenses.

**6. Equipment, Supplies, and/or Services Provided by the City**

The following City-owned equipment, supplies, and/or services are provided by the City for the employee's use while teleworking:

- personal computer/laptop
  
- printer
  
- USB modem internet card (e.g., 4G SIM card)
  
- supplies (e.g., paper, pens, toner/ink)
  
- other:

The employee shall be responsible for all operating costs, home maintenance, and/or other costs (e.g. utilities and internet connectivity) that are associated with the use of the employee's residence as the telework site.

**7. Equipment and Services Provided by the Employee**

The following employee-owned equipment and/or services are used by the employee while teleworking:

- All office furniture
  
- personal computer/laptop
  
- land line telephone or cell phone equipment and service
  
- printer
  
- internet connectivity (cable) service

- electricity
- Surge protector
- other:

Employee shall be responsible for all costs related to all employee provided equipment and services.

#### **8. Information Technology (IT) Security**

The City's IT manager has an inventory of any City-owned IT equipment provided for an employee's use at the telework site. Policies and procedures covering the care and maintenance of City-issued equipment, the security of equipment, and the protection of City records and data from unauthorized disclosure or damage shall be strictly applied. The employee certifies that the employees understand the requirements and restrictions. Further, the employee agrees:

1. Employee will protect City records and data from unauthorized disclosure or damage. The employee is responsible to adhere to all public records maintenance requirements whether the employee is using a City-issued or a personal computer;
2. The City maintains ownership of its records, data, and any hardware or software the City provides for use by employee;
3. Employee agrees to immediately report any unauthorized access to City records or data;
4. Up-to-date antivirus software has been installed on the computer at the telework site (including procedures for when and how to update virus signatures) by the IT staff, or by the employee if an employee-owned computer is used for teleworking; and
5. The City will not be liable for damages to employee's personal or real property during telework.

#### **9. Safety**

Employee is required to maintain a safe workspace. Those requirements include, but are not limited to:

1. The requirement to keep the work area with adequate temperature, ventilation, and lighting;
2. The requirement to keep all ingress and egress areas of the telework worksite free of obstructions;
3. The requirement to keep the telework worksite space free of noise hazards;
4. The requirement to have handrails for stairs at telework worksites;
5. The requirement to have an appropriate and labeled circuit breakers and/or fuses at the telework worksite;
6. The requirement to have grounded electrical equipment free of recognized hazards (e.g., frayed, loose or exposed wires);
7. The requirement to have a surge protector installed and utilized for electronic equipment at the telework site;
8. The requirement to have telephone lines, electrical cords, cables, and extension wires secured under

a desk or alongside a baseboard;

9. The requirement to keep the telework site space free of excessive amounts of combustibles; and

10. The requirement to keep carpets secured to the floor and free of worn or frayed seams;

11. The requirement to ensure a safe work station by having:

- satisfactory placement of the monitor and keyboard;
- enough leg room at the desk; and
- an adjustable chair with adequate support.

Employee agrees to permit inspections of telework site during official work hours to ensure proper maintenance of the City-owned property and work site conformance with safety standards.

**10. Accident or Injury**

Any job-related accident or injury occurring to the employee at the telework site while the employee is working must be brought to the immediate attention of the supervisor. Because a job-related accident sustained by an employee while teleworking will occur outside the premises of the City, the supervisor must investigate any report immediately following notification.

**11. Either management or the employee may terminate participation in telework at any time.**

If either party terminates this telework agreement for any reason, e.g., for operational reasons or performance, the employee is required to report to work at their assigned department. Failure of the employee to report to work shall subject the employee to discipline, up to and including termination.

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Employee Signature

Date Signed

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Supervisor's Signature

Date Signed

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City Manager's Signature

Date Signed

**EMPLOYEE SELF REPORTING WEEKLY HOURS OF WORK**

I \_\_\_\_\_, (Employee) hereby report that I have worked the following times in accordance with my Employee Home-Based Work Agreement dated \_\_\_\_\_, for the work week starting \_\_\_\_\_, 2020 and ending \_\_\_\_\_, 2020.

DATE	START TIME	END TIME	HOURS ON BREAK	TOTAL Hours worked less hours on break

Under penalty of perjury, I verify that this report is an accurate reporting of the time I have worked for the City in the weekly pay period stated above. Falsification of the reporting of time worked can result in termination of employment or other discipline.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employee (Name)

\_\_\_\_\_  
Employee (Signature)