



Town of Swansboro

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Paid Administrative Leave and Telework Agreement Event: COVID-19

Approved by: Christopher Seaberg, Town Manager

Approval Date: March 30, 2020

Employee Name:	
Job Title:	
Job Category:	
Agreement begins on:	March 31, 2020
Employee's Personal Phone Number:	
Employee Address Where Paid Administrative Leave/ 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, unless they are sick, quarantined, or isolated.
- **Category 2 – INTERMITTENTLY REQUIRED:** Employees in this category most likely perform some task that is required. Most employees in this category could perform their work via telework, however, could be required to report to the office depending on the needs of the Town.
- **Category 3 – ON-CALL:** Employees in this category would be on-call for a situation that may arise that requires them to come in based on the needs of the Town. Classification for this event does not provide additional benefits such as Call-back or Stand-By Pay as noted in Article III Section 13 of the Town's Personnel Policies as you are already receiving Paid Administrative Leave from the Town for this time.
- **Category 4 – NOT REQUIRED:** Employees in this category would rarely be required to work on-site or telework in the case of local community spread of the pandemic or emergency, however, could be recalled depending on the needs of the Town.

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

- The Town considers me someone who **CAN / CANNOT** perform some or all of my essential job functions via telework from home.
- If I am sent 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 telework (if applicable), or remain incomplete for the duration of this agreement. I may also be assigned new tasks by my supervisor.
- **I am eligible to receive Paid Administrative Leave for regular hours of work that cannot be completed either in-person or remotely via telework.**

- I will complete my timesheet accurately to reflect separate entries for hours of work completed and any Paid Administrative Leave hours.
- During my regularly scheduled work hours, I am required to respond to a phone call from a supervisor, Department Director, Assistant Town Manager, or Town Manager within two (2) hour. This is not eligible for Call Back/Stand-by Pay as I am already receiving Pay Administrative Leave from the Town for this time.
- I am required to check my Town email at least once per day to handle any time sensitive business and to check for updates from Town Administration, Human Resources, or my Department Director. This time should be recorded on my timesheet.
- I may be required to report to work by my supervisor, Department Director, Assistant Town Manager, or Town Manager, regardless of my Job Category, as described above.
- I may be asked to temporarily carry out job duties outside my normal responsibilities to cover for other employees' absences. This could include assignments outside my department, if my skillsets may be of use elsewhere.
- If I am required to report to work during normal work hours, I will be given as much notice as possible but may need to report within two hours' time, depending on the circumstances. This will be considered part of my normal working hours and will not qualify for Call Back/Stand-By Pay, as defined in the Town of Swansboro Personnel Policy.
- If I am called out for an unscheduled assignment and required to report to work outside of my normal work hours, Call-Back/Stand-by Pay will apply to non-exempt employees, as defined in the Town of Swansboro Personnel Policy.
- 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.
- **Regardless of my work status, I will immediately report to Assistant Town Manager Paula Webb or Town Manager Chris Seaberg at 910-326-4428 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 in writing and will be asked to sign a new Agreement.
- I may be subject to disciplinary action, up to and including termination, if I do not follow 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.
- **This agreement does not provide an opportunity to accrue Comp Time and only authorized time will be allowed.**

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

Employee Signature: _____

Date: _____

WITNESS: _____

Date: _____

*Employees who are able to telework, as indicated above, should review and consent to the next section of this form. If you cannot telework, no additional information is needed.

Telework 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 do so and abide by the following:

1. Terms of Work Hours and Compensation: Hours worked must be recorded and reported on your timesheet. Time not worked, up to the employee's regular work schedule will be supplemented with Paid Administrative Leave. The employee's supervisor must approve requests to work overtime prior to the work being performed. Failure to do so may result in disciplinary action.
2. Commitment & Reversibility. This telework arrangement will begin on March 31, 2020 and continue until ended by the employee or employer.

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

3. Telework Assignment, Accountability and Performance Measurement. The employee agrees to facilitate communication with customers and co-workers who may need to interact with the employee while teleworking. The employee also agrees to keep the supervisor informed of progress on assignments worked on at the alternate worksite and any problems encountered while teleworking.

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

Employee Signature: _____

Date: _____

WITNESS: _____

Date: _____