

## 5.2 Telecommuting and Remote Work

The Association considers telecommuting to be a potentially viable work option for short or long duration only in cases where job duties, employee skills, and their supervisor's discretion are best suited to such an arrangement. Telecommuting allows employees to work at home, on the road or in a satellite location for all or part of their regular workweek. Telecommuting is a work alternative that may be appropriate for some employees and some jobs, and may be needed for employee safety and/or business continuity. It is not an entitlement, it is not an Association-wide benefit, and it in no way changes the terms and conditions of employment with the Association.

Remote work arrangements may be appropriate for employees who do not live in the geographic region of the Association's headquarters and whose job requirements do not necessitate face-to-face interaction with other employees on a daily basis.

### Procedure

1. Either an employee or a supervisor can suggest telecommuting or remote work as a possible work arrangement for periods as short as 4 hours, or for the duration of employment.
2. Telecommuting can be short-term, such as working from home on a short-term project or while on the road during business travel. They can also be longer, as remote work arrangements. They may be mandated by the employer for safety purposes.
3. Inclement Weather Procedures. The Executive Director and other designated Staff are charged with monitoring weather conditions and will use established employee communication procedures such as texting, chat, email, etc. in an attempt to communicate to employees if weather conditions might preclude their safe travel to the Association Headquarters.
  - a. The Association will make every attempt ahead of time to communicate this potential in advance, so that employees may take their mobile work equipment (e.g. laptop computer) with them in the day/days before this weather occurs.
  - b. When a determination is made that travel is not safe to the office, the affected employees will have an option to work from home as compensable time, or to take this time as personal time off, depending on whether they can keep to other elements of this policy or not (see *caregiver responsibilities* below). Those with Remote Work Arrangements are presumed unaffected (except in 3c below).
  - c. Regardless of whether or not the Association has declared that this inclement weather procedure is in effect itself, it is deemed automatically in effect whenever the Commonwealth of Pennsylvania or the employees own State of residence and/or their State of current or intended geographic location declares a State of Emergency with regard to travel/road conditions. In short, no employees are considered "Essential Employees" to thus be mandated by the Association to travel to Association Headquarters or for Association Business in declared weather emergencies.

4. Short-term telecommuting arrangements (due to appointments, specific projects, etc.) for a short period of hours or up to one (1) work day (8 hour period) per 3 months are made on a case-by-case basis, focusing first on the business needs of the Association. More frequent remote work arrangements are considered formal, as described below.
5. Individuals interested in requesting formal telecommuting remote work arrangements must have been employed with the Association for a minimum of 12 months of continuous, regular employment and must have exhibited at least "exceeds standards" performance, in accordance with their supervisors. Employees hired specifically into remote work arrangements are exempt from this restriction as they have entered employment with the Association based on the expectations that include, but are not limited to, those procedures described in this policy.
6. Any formal telecommuting arrangement made will be established in writing upon a trial basis for the first three months. It may be discontinued, at will, at any time at the request of the telecommuter or by the Association.
7. The Association will determine the appropriate employee equipment needs for each telecommuting/remote work arrangement on a case-by-case basis.
  - a. Any equipment supplied by the Association will be maintained by the Association or its designated contractors. Any equipment supplied/used by the employee is the responsibility of the employee. The Association accepts no responsibility for damage or repairs to employee-owned equipment, and strongly urges employees to consider the impacts of their equipment on the Association's equipment. The Association reserves the right to make determinations as what is deemed appropriate equipment standards, subject to change at any time.
  - b. Equipment supplied by the Association is to be used for business purposes only. Remote Work Arrangement employees shall sign an inventory of all Association property (equipment) and agrees to take appropriate action to protect all these items from damage, theft, or fraud (e.g. cybercrime, hacking).
  - c. Upon termination of employment, all Association-issued property will be returned to the Association.
8. All telecommuters/remote work arrangement employees are required to have access to a high-speed/broadband internet connection (25mbps per second or higher) and a reliable telephone (mobile/cellular or land line). These are to be available on a consistent basis during the designated work hours established by the Association for the employee.
9. Consistent with the Association's expectations of information security for employees working at the office, all telecommuting/remote work arrangement employees will be expected to ensure the protection of proprietary Association information (e.g. Member Database, shared files, etc.) accessible from their home office. Steps include (but are not limited) to the use of locked file cabinets/desks, regular password changes, "locking" their laptop computer's access when away from their immediate work location, and any other steps appropriate for the job, the work environment, and their/the Association's safety.
10. When working from their residence, the employee will establish an appropriate work environment within it for work purposes.

- a. The Association is not responsible for costs associated with an initial setup of the employee's home office (e.g. space remodeling, additional furniture or lighting) nor for any repairs or modifications to the home office space.
  - b. Employees will be offered appropriate assistance in setting up a computer work station with connectivity to the office.
  - c. In certain limited circumstances, the Association may contract with an office space provider to meet the needs of its employees engaged in a remote work arrangement who do not have any appropriate home office space. These spaces will be approved on a case-by-case basis by the Association, focusing on its operating budget and the short/long-term needs of the employee.
11. Injuries sustained by the employee while on duty at work or in conjunction with their regular work duties are normally covered by the Association's workers' compensation policy. Telecommuting/remote work arrangement employees are responsible for immediately notifying the employer of such injuries, regardless of where or how they occurred. However, the employee is liable for any injuries sustained by visitors work sites under their control (e.g. home ownership, rental or leased arrangement).
12. Work schedule, and the importance of ample communication. Employees and their Supervisors shall agree on the number of days of telecommuting allowed each month/time period, the work schedule that the employee is expected to maintain, the manner and frequency of communication between them, and of communication between the employee and their colleagues. Adequate and ample communication are the keys to a successful telecommuting / remote work arrangement.
  - a. The level of necessary communication between the telecommuter and their supervisor will be agreed to as part of the employment agreement / evaluation process and will be rigorous during the trial period (discussed below). After conclusion of the trial period, the supervisor and telecommuter will continue to communicate at a level consistent that is appropriate for the job and all individuals involved.
  - b. The employee is agreeing to be accessible by text/chat, phone, or email within the agreed-upon work schedule. This may include times outside the regular business hours of the Association's headquarters depending upon the time zone of the employee.
  - c. Remote work arrangement employees are responsible for communicating any changes to their availability during the day on the Association's work calendar so that other Association employees can contact them in the course of their work activities.
  - d. Even on a scheduled telecommuting workday, employees may be required by their supervisor to travel to, or otherwise be available at headquarters or Association events. These schedule changes are made at the discretion of the supervisor and the scheduled telecommuting day may or may not be rescheduled as a result. Supervisors shall make attempts to communicate the need for these work days at headquarters and Association events in advance so that the employee can adjust their personal schedule to compensate.
13. Telecommuting / Remote work arrangement employees who are declared to be non-exempt from the overtime requirements of the Fair Labor Standards Act shall be

required to record all hours worked in a manner designated by the organization. Any hours worked in excess of those specified per day and per work week, in accordance with State and Federal requirements, shall require the advance approval of the employee's supervisor. Failure to comply with this requirement can result in the immediate cessation of the telecommuting agreement.

14. Before entering into any telecommuting / remote work arrangement agreement, the employee and supervisor will evaluate the suitability of such an arrangement by paying particular attention to the following areas:
  - a. Employee suitability. The employee and supervisor will assess the needs and work habits of the employee, compared to traits recognized as appropriate for successful telecommuters.
  - b. Job tasks and responsibilities. The employee and supervisor will discuss the job responsibilities and determine if all or part of the job is appropriate for a telecommuting / remote work arrangement. The ability to telecommute may require different skills and tasks from the employee's current work.
  - c. Equipment and scheduling needs. The workspace, equipment and scheduling will be considered.
15. If the employee and their Supervisor agree, a draft telecommuting agreement will be prepared and signed by all parties, including the Association's Executive Director or their designate. A three-month trial period will then commence.
16. At the conclusion of the trial period, the employee and supervisor will each complete an evaluation of the arrangement and make recommendations for continuance or any modifications. This shall also be documented in writing and placed in the employee's personnel file.
17. Telecommuting and remote work arrangements *are not designed* to be a replacement for appropriate child care, or any other caregiver arrangement where the primary need is to provide active care.
  - a. Although an individual employee's schedule may be modified to accommodate child care or other caregiver needs, the primary focus of the telecommuting arrangement is based on job performance and meeting Association business demands.
  - b. Hours spent providing active care are not considered Association work hours or compensable time. Employees compensated in any manner for being an active caregiver (e.g. paid as a caregiver, receiving a residence benefit in exchange for a caregiving arrangement, etc.) are expected to immediately disclose these arrangements to the Association, as they materially affect the nature of the telecommuting / remote work arrangement.
  - c. Prospective telecommuters/remote workers are encouraged to discuss their telecommuting / remote work arrangements and the Association's expectations of them with their family members prior to entering into the new work arrangement.
  - d. The Association shall not pay, nor be liable for, the costs incurred with an employee's child care or other caregiving arrangements. An exception to this

rule are flexible spending accounts or other benefits offered by the Association's health care benefits plan provider(s).

18. Employees entering into a telecommuting / remote work arrangement agreement may not retain use of their individually assigned office or workstation at the Association's headquarters. A shared office / workstation arrangement shall be substituted to maximize the Association's office space needs.
19. The availability of telecommuting / remote work arrangements for employees of the Association can be paused or discontinued at any time at the discretion of the Supervisor, or the Association.
  - a. The dissolution of this arrangement is immediate, and only minimal documentation is needed to note its occurrence (e.g. an email sent from Supervisor to employee with the Association's administration copied).
  - b. Termination of employment ceases all telecommuting / remote work agreement access rights and benefits. Continuing to use the Association's equipment and proprietary technology (e.g. member database, etc.) with employee access rights after termination of employment is considered a violation of law.