



## TELECOMMUTING POLICY

Adopted November 2016

### INTRODUCTION

This policy provides guidance and expectations for telecommuting at AASHE. Telecommuting is a work alternative that is suitable to the nature of the work and the numerous locations of AASHE employees. The telecommuting opportunity may be modified by AASHE at any time and in no way changes the terms and conditions of the at-will nature of employment with AASHE. Either the employee or management has the right to terminate employment at any time for any reason with or without notice.

**Job Duties and Performance** - The employee's work status, compensation, job duties and responsibilities will remain unchanged as a result of this telecommuting arrangement. In order for this arrangement to continue, the employee is required to comply with AASHE's policies, practices, and procedures, and must continue to meet performance expectations.

**Performance Accountability** - The supervisor and employee will be aware of key performance outcomes associated with the work completed and know how achievement of outcomes will be measured.

**Work Schedule** - Each employee agrees to submit a timesheet on a bi-weekly basis, in accordance with AASHE policy. Each employee will maintain a work schedule that is approved by his/her supervisor.

Each employee must be available throughout the day by phone and email to take calls and respond to questions within a suitable timeframe as is expected for an employee regardless of this telecommuting agreement.

### **Overtime Pay Regulations**

Telecommuting employees who are not exempt from the overtime requirements of the Fair Labor Standards Act (FLSA) are required to record all hours worked in a manner

consistent with the Department of Labor regulations and in a manner designated by AASHE. Hours worked in excess of those specified per workweek, in accordance with State and Federal regulations, will require advance approval of the supervisor.

**Availability** - Each employee agrees that he/she will be available and accessible to AASHE by email, phone and/or online during agreed upon work hours.

**Travel** - Each employee may be required to attend meetings or discussions, some of which may be at the AASHE headquarters or an alternate location.

**Planned Leave** - Each employee will obtain approval before taking planned leave (e.g., vacation, sick, personal, other) in accordance with AASHE's established policies.

**Work Assignments** - Each employee agrees to meet with his/her supervisor to receive assignments and to review completed work as scheduled. Each employee will complete all assigned work following procedures determined by his/her supervisor, and according to the guidelines and standards stated in the Employee Handbook, the employee's job description and performance plan.

**Records and Confidentiality** - Each employee agrees that he/she will meet all AASHE requirements with respect to confidentiality of information, and will not disclose any proprietary or confidential information to any individual or entity who is not entitled to receive it. Each employee further agrees that it is his/her responsibility to ensure the security of his/her computer to prevent the unauthorized disclosure of AASHE's proprietary and confidential information. Each employee agrees to follow all security measures to protect any AASHE records or files, including electronic information. Guidelines are provided by IT. Each employee agrees to follow AASHE procedures related to computer use and network access and will store AASHE records, passwords, files, or other data in accordance with AASHE policy. Each employee agrees not to allow anyone to have access to any information related AASHE's business or property.

Consistent with AASHE's expectations of information security, telecommuting employees will be expected to ensure the protection of proprietary information accessible from their home office. Steps include use of locked file cabinets and desks, regular password maintenance, and any other steps appropriate for the job and the environment.

**Employee Responsibilities** - AASHE will not be responsible for operating costs, home maintenance, or any other incidental cost (e.g., utilities) associated with the use of employee residence or other work area.

**Work Location** – Each employee is assigned a work location. An employee may not work from another location without the approval of their supervisor. A request for a

transfer to work for AASHE in a location or state other than the current primary home address will be considered on a case-by-case basis. AASHE does not guarantee that a transfer will be granted. The Executive Director will make these decisions.

## **EQUIPMENT & SUPPLIES**

**Telecommuting Equipment** - AASHE will provide the following in order to telecommute:

- Personal laptop computer
- Necessary software
- Online communication account
- Headset with microphone
- Ergonomic keyboard (as requested)
- Ergonomic mouse (as requested)

AASHE may, at its sole discretion, provide the employee certain other equipment deemed necessary to perform assigned work off-site. All items provided by AASHE remain the property of AASHE and must be returned to AASHE upon request. Each employee agrees to take appropriate action to protect the items from damage and theft. The computer, software, and any other equipment or supplies provided by AASHE are provided for use on AASHE assignments. Other individuals will not use the equipment and software. AASHE-owned software may not be duplicated except as formally authorized. Equipment supplied by AASHE will be maintained by AASHE. AASHE accepts no responsibility for damage or repairs to employee-owned equipment.

The property AASHE provides may change from time to time. Each employee understands and agrees that AASHE may not be able to provide all of the equipment an employee believes is needed to do the job. Basic equipment will be provided by AASHE consistent with job requirements.

The employee must have, at all times (when not traveling and when not taking paid time off) access to a secure, high-speed internet connection and have a phone as an alternate form of communication to make and receive AASHE calls.

AASHE will not provide any additional equipment or office supplies for telecommuting, nor will they incur other direct reimbursable costs, unless pre-approved and documented by the Executive Director.

**Notification of Equipment Failure** - Each employee is expected to notify his/her supervisor as well as AASHE's Director of Information Technology as soon as possible and no later than the next business day of equipment malfunction or failure. In addition, each employee must coordinate with his/her supervisor and/or Director of Information Technology to work out acceptable alternative arrangements for performing job functions until equipment is fixed or replaced.

Each employee further agrees that AASHE may request that equipment be delivered to an AASHE office, another employee, or local service and repair company for the purpose of inventory, inspection, and service work. Each employee agrees to arrange for delivery with a reasonable and agreed upon time frame. Each employee may request substitute equipment and software to perform job functions during such periods.

**Protection of AASHE's Property** - Property, information, hardware, software, tools, etc. provided by AASHE are provided exclusively for use in providing services to AASHE. Each employee agrees to use and maintain equipment and supplies in a safe and appropriate manner. AASHE will, at its discretion, undertake routine maintenance of the equipment and resources it provides to the employee.

**Return of AASHE's Property** - Property, information, hardware, software, tools, etc. provided by AASHE must be returned upon our request or upon termination of employment.

## **SAFETY & ERGONOMICS**

**Designated Work Area** - Each employee will establish an appropriate work environment within his/her home for work purposes. AASHE will not be responsible for costs associated with initial setup of the employee's home office such as remodeling, furniture or lighting, nor for repairs or modifications to the home office space. Employees will be offered appropriate assistance (via skype or another online communication vehicle) in setting up a workstation designed for safe, comfortable work.

**Reporting of Injury** – Each employee must report any work-related injuries to their supervisor immediately or no later than within 24 hours of occurrence. If the injury is an emergency, the employee is expected to go to the nearest emergency room or urgent care facility for treatment. Each employee agrees that it may be necessary for a Workers' Compensation or AASHE representative to visit their home office to investigate an injury report.

**Working Environment** - Each employee agrees to maintain the telecommuting work site in a safe condition, free from hazards to the employee or any other person.

The telecommute site will have minimal distractions (external noise, conversations, etc.) in order to provide a productive and customer service oriented environment suitable for conferences calls and other phone discussions.

AASHE disclaims responsibility for any medical conditions, accidents, or injuries occurring in the employee's home, except when such medical conditions, accidents, or injuries result directly from the performance of the employee's job functions. If an accident occurs, AASHE, in its sole discretion and upon reasonable notice to the employee, may send a representative to the employee's home to determine whether the

employee's home office is a safe working environment for the performance of the employee's job functions. At the request of AASHE, the employee will also fully cooperate with any on-site visit by a third party, including but not limited to any State or Federal agency or AASHE's insurance carrier.

Each employee remains liable for injuries to third persons and/or members of employee's family on employee's premises.

## **HOME OFFICE ALLOWANCE**

AASHE provides a home office allowance that is included in the employee's paycheck once a month. This allowance should be used to cover any additional expenditures, not already covered by AASHE, to ensure the employee's workspace is safe, comfortable, and conducive for work. The home office allowance is to be used for expenses such as internet, phone, personal hotspot, printers/scanners, ink, laptop case, pens, paper, notebooks, etc.

## **OTHER**

Telecommuting is not designed to be a replacement for appropriate dependent care or a substitute for appropriately meeting personal obligations.

Each employee is responsible for ensuring that the use of the home office is in compliance with all federal and local rules, regulations, and laws including but not restricted to zoning and land use regulations. In addition, any tax claims regarding home office use made by the employee are the employee's responsibility and are not a part of this policy. The employee agrees to obtain any home office permit or license required by local zoning laws.

I affirm by my signature below that I have read this policy, understand its subject matter and agree to comply.

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Employee's Signature

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Date