

SDCRAA HUMAN RESOURCES STANDARDS AND PROCEDURES

Section: **Attendance and Leaves of Absence**

Standard: **TELECOMMUTING PROGRAM**

Section #: B-14

Effective: January 1, 2024

See Also: Personal Use of Authority Property; Computers, Electronic Media & Monitoring; Timekeeping; Attendance; Work Schedules and Overtime for Non-Exempt Employees; Accommodation of Disabled Applicants and Employees

GENERAL STANDARD

Telecommuting allows an employee to work at home or in a satellite location for part of their regular workweek. Telecommuting is an alternative work arrangement that may be appropriate for some employees and some job positions as determined by the President/CEO. Telecommuting is not appropriate for all job positions. An employee's physical presence at the Authority is preferred and encouraged. However, telecommuting is an alternative work arrangement that may be authorized upon approval of the employee's supervisor and applicable Vice President/President CEO where appropriate. Telecommuting is strictly voluntary and should not be considered an entitlement. Telecommuting in no way changes the terms and conditions of employment with the Authority.

DEFINITIONS

TELECOMMUTING is defined as working at home or at another off-site location that is linked electronically (via computer, mobile devices, etc.) to the employee's central office or principal place of employment. Telecommuting is a cooperative arrangement between the Authority and an employee, if permitted by the needs of the job, work group, and the Authority.

PRESIDENT/CEO: The President/CEO of the Authority or designee.

SPECIFIC STANDARDS

An employee may be allowed to telecommute for the period of time and under the conditions and circumstances agreed upon by the employee and the Authority. Telecommuting may only be authorized as a viable work arrangement in cases where the characteristics of the individual employee, the employee's position and responsibilities, the employee's current job assignments, and the employee's work group needs and assignments are suited to such an arrangement.

Employee job responsibilities will not change due to telecommuting. Professionalism in terms of job responsibilities, work output, and customer orientation will continue to follow the standards set by the Authority.

The amount of time an employee is expected to work will not change due to telecommuting. Employee work hours will be mutually agreed upon by the supervisor and the employee. In the event business conditions require the telecommuting employee's presence at a central work location function, meeting, or another event, the employee is expected to report to the central work location, even if such occurs during previously approved telecommuting hours.

Telecommuting Arrangements are only available after review and approval by: (1) the employee's supervisor; and (2) the Vice President of the Department under which the employee works or President/CEO.

The President/CEO has the discretion to set Authority-wide requirements for telecommuting employees, which are subject to change at any time, including but not limited to, minimum amount of days or hours in the office and mandatory attendance days. In the event of any conflict between the terms of an employee's Telecommuting Arrangement and the President/CEO's verbal or written requirements, the President/CEO's requirement shall prevail.

Individual telecommuting arrangements may be discontinued at any time at the request of the employee. The employee's supervisor or the President/CEO can also choose to discontinue or modify the telecommuting arrangement at any time. Furthermore, the availability of telecommuting as a flexible work arrangement for employees of the Authority can be modified or discontinued at any time at the discretion of the President/CEO. Whenever possible, advance notice of a change to telecommuting arrangements will be provided to accommodate commuting, childcare, and other issues that may arise from such a change. There may be instances, however, where no notice is possible.

Things to consider when developing a telecommuting schedule include determining: (a) the length of commitment to the telecommuting schedule -- temporary or long term, (b) the number of days/weeks, (c) the days of the week that would be least disruptive to the Authority, and (d) the variability of schedule.

PROCEDURES

1. Before entering into any Telecommuting Arrangement, the employee and supervisor will evaluate the suitability of such an arrangement, paying particular attention to the following areas:
 - Employee Suitability - the employee and supervisor will assess the needs and work habits of the employee as compared to traits customarily recognized as appropriate for successful telecommuters.

- Job Responsibilities - the employee and supervisor will discuss job responsibilities and determine if the job is appropriate for telecommuting. Telecommuting is not possible for all job positions.
 - Equipment Needs, Workspace Design Considerations, and Scheduling – the employee and supervisor will determine the equipment needs and scheduling issues associated with a Telecommuting Arrangement. If telecommuting is being explored as a temporary solution for an employee, the supervisor should consult with Human Resources before entering into a Telecommuting Arrangement.
 - Tax and Other Legal Implications – Responsibility for fulfilling all obligations in this area rests solely with the employee.
2. If the employee and supervisor agree, a Telecommuting Arrangement (template attached as Exhibit A) will be prepared and forwarded for signature and approval by the employee, supervisor and functional Vice President. All employees approved to telecommute on a regular basis are required to sign a Telecommuting Arrangement.
 3. The employee understands the Authority is not responsible for reimbursing any expenses related to telecommuting.
 4. Equipment supplied by the employee for telecommuting will be maintained by the employee, and the Authority will not be responsible for maintenance or repair of this equipment.
 5. Consistent with the Authority's expectations that its employees protect the security of proprietary information of the Authority, its employees, and customers, telecommuting employees will also be expected to ensure the protection of all such proprietary information accessible from their home office. Protection may include, but is not limited to, using (a) locked file cabinets and desks, (b) passwords for computer access, and (c) any other steps appropriate for the job and the environment.
 6. The employee will establish an appropriate work environment within the home for work purposes. Employees should contact the Authority's Safety Team (safety@san.org) to complete an online ergonomic assessment to evaluate their work-from-home environment.
 7. Injuries sustained by the telecommuting employee while at their home work location and in conjunction with their regular work duties may be covered by the Authority's workers' compensation policy. Telecommuting employees are responsible for notifying the Authority of such injuries in accordance with Authority's worker's compensation procedures. Employee agrees that the Authority and its agents have the right to visit the Employee's home work location to investigate the injury. The Authority is not liable for loss, destruction, or injury that may occur when the employee is operating outside the course and scope of employment. The employee is liable for injuries to other persons on employee's premises, including losses and injuries to family members, visitors, or others who may become injured within or around employee's work site.
 8. The employee and supervisor will agree on the days and number of hours of telecommuting allowed each week, the work schedule the employee will customarily

maintain, and the manner and frequency of communication during the agreed upon work schedule.

9. The employee agrees to be accessible by phone, Microsoft Teams and/or email during the agreed upon work schedule.
10. Telecommuting employees who are not exempt from the overtime requirements of the Fair Labor Standards Act will be required to record all hours worked in a manner designated by the Authority. Telecommuting employees will be held to the same standards of compliance as office-based employees.
 - Hours worked in excess of 40 hours per week will require the advance approval of the supervisor. Failure to comply with this requirement can result in the immediate termination of the Telecommuting Arrangement and discipline, up to and including termination. (See Standard C-4 and Memorandum of Agreement (if applicable).)
 - Employees who are exempt from overtime and are working intermittently or on a reduced schedule as part of an FMLA or ADA accommodation will be required to follow the procedures issued by the Human Resources Department.
11. The supervisor and employee will communicate at a level consistent with employees working at the office and in a manner and frequency that is appropriate for the job and the individuals involved. Web conferencing is a viable tool for team meetings as well as weekly or biweekly status meetings between the employee and supervisor.
12. Telecommuting is NOT designed to be a replacement for dependent care. Although an individual employee's schedule may be reasonably modified to accommodate such needs, the focus of the arrangement must remain on job performance and meeting business demands.
13. Telecommuting employees continue to be required to abide by all Authority employment policies, procedures and standards.
14. Failure to comply with the Telecommuting Arrangement or this Standard may result in discipline (up to and including the termination of your employment) and/or the termination of the Telecommuting Arrangement.
15. If Employee is subject to corrective or disciplinary action, Employee may become ineligible to continue participating in the Telecommuting Arrangement.
16. This policy does not apply to requests for reasonable accommodation. Employees requesting telecommuting as an accommodation under the ADA or other applicable laws and regulations should refer to and follow Standard A-2.

Exhibit A
SDCRAA Telecommuting Arrangement
(For voluntary telecommuting arrangements)

I. General Work Arrangement

1. This is an arrangement between **[Department Name]** ("the department") and **[Employee's Name]** ("Employee") to establish the terms and conditions for performing work at an alternate worksite.
2. Employee will comply with Authority Policy 7.10, including by reporting as follows during a disaster or emergency:
 - a. During normal working hours, employees identified in their departmental or the Authority's emergency response plans that may be in effect from time to time should report to their assigned areas. Unless specified by their departmental or the Authority's emergency response plans or by their supervisor, all other employees shall remain at their jobs.
 - b. Outside normal working hours, employees identified in their departmental or the Authority's emergency response plans should secure their family's safety before reporting to their assigned areas. All other employees shall report to work at the beginning of their next regular shift unless notified otherwise.
3. The Authority's standard hours of operation are from 8am to 5pm Monday through Friday and this Telecommuting Arrangement should generally adhere to those hours. Authority telecommuting standards require at least 16 hours weekly in the office, as well as any other mandatory in-office days.
4. This Telecommuting Arrangement begins on **[Date]** and continues until **[Date or further notice]**. This Telecommuting Arrangement will be reviewed at least annually. This Telecommuting Arrangement may be modified or canceled at any time by the Authority in its sole discretion. Whenever possible, advance notice of such change should be provided. There may be instances, however, when no notice is possible. The Employee's Telecommuting Arrangement is as follows:
 - a. **[Describe the Arrangement. This description need not be exhaustive and can be amended or modified at any time.]**
 - b. Employee's telecommuting site location is **[location]**.
5. While telecommuting, Employee will comply with all departmental and supervisory needs, including, but not limited to, the following:
 - a. remain accessible during the telecommuting work schedule;
 - b. check-in with the manager/supervisor to discuss status and open issues;
 - c. be available for teleconferences and on-camera for videoconferences;
 - d. be available to come into the office as needed and/or as requested by manager/supervisor;
 - e. request manager/supervisor approval in advance of working any overtime hours (if Employee is non-exempt); and
 - f. request manager approval to use PTO or other leave in the same manner as when working at Employee's regular work location.

6. Employee's duties, obligations, responsibilities, and employment conditions with the Authority remain unchanged except those obligations and responsibilities addressed explicitly in this Arrangement. Job responsibilities, standards of performance, and coaching plans stay the same as when working at the regular Authority worksite. The manager/supervisor reserves the right to assign work as necessary at any work site. Employee continues to be required to abide by all Authority employment policies, procedures and standards.
7. The parties acknowledge that this Telecommuting Arrangement will be evaluated on an ongoing basis (and at least annually) to ensure the Employee's work quality, efficiency, and productivity.
8. Liability – The Authority will not be liable for damages to the Employee's property resulting from participation in the Telecommuting Program. The Employee shall release the Authority from any liability resulting from the use of their personal property. The Authority is not liable for loss, destruction, or injury that may occur when the Employee is operating outside the course and scope of employment. Employee is liable for injuries to other persons on Employee's premises, including losses and injuries to family members, visitors, or others who may become injured within or around Employee's work site.
9. Telecommuting is not designed to be a replacement for dependent care. Although an individual employee's schedule may be reasonably modified to accommodate such needs at the Authority's discretion, the Arrangement's focus must remain on job performance and meeting business demands.
10. Due to the nature of working in a critical infrastructure environment, an employee may need to report onsite to the airport at any time, therefore remote work locations must be fewer than 125 miles from the Airport. Occasionally, an employee who needs to temporarily work remotely from a location more than 125 miles from the Airport must first receive approval from their Division Vice President or the President/CEO.

II. Safety & Equipment; Information Security

1. Employee agrees to maintain a safe, secure, and ergonomic work environment and report work-related injuries to the Employee's manager at the earliest reasonable opportunity. Regarding space and equipment, purchase, set-up, and maintenance for telecommuting purposes:
 - a. Employee understands the Authority is not responsible for reimbursing any expenses related to telecommuting.
 - b. Employee is responsible for providing space and Internet capabilities at the telecommute location at their sole expense.
 - c. Employee agrees to protect Authority-owned equipment, records, and materials from unauthorized or accidental access, use, modification, destruction, or disclosure. The precautions described in this Telecommuting Arrangement apply regardless of the storage media on which information is maintained, the locations where the information is stored, the systems used to process the information, or the process by which the information is stored.
 - d. The Authority will determine, with information supplied by the Employee and the manager, the appropriate equipment needs (including hardware, software, and other office equipment) for each Telecommuting Arrangement. Equipment supplied by the Authority will be maintained by the Authority. Equipment provided by the Authority is to be used for business purposes only. Upon separation of employment, all Authority property will be returned to the Authority unless other arrangements have been made.

- e. Employee agrees to report to the Employee's manager any incidents of loss, damage, or unauthorized access to any Authority equipment at the earliest reasonable opportunity.
 - f. Employee understands that all equipment, records, and materials provided by the Authority shall remain the Authority's property and, at all times, be subject to the Authority's electronic usage policies and guidelines.
2. Employee agrees to return Authority-owned equipment, records, and materials within five (5) days of termination of this Telecommuting Arrangement, except for those items the Employee will continue to use for in-office work if they remain employed with the Authority following the termination of this Telecommuting Arrangement.
 3. Employee understands they are solely responsible for tax consequences of this Telecommuting Arrangement and conformance to any local zoning regulations.

III. Discontinuing Participation

1. Employee may terminate the Telecommuting Arrangement at any time.
2. Management has the discretion to terminate or modify any Telecommuting Arrangements at any time and without advance notice.
3. If Employee is subject to corrective or disciplinary action, Employee may become ineligible to continue participating in the Telecommuting Arrangement.

I affirm by my signature that I have read this Telecommuting Arrangement and understand and agree to abide by all of its terms and conditions.

Employee

Date

I approve this Telecommuting Arrangement:

Manager

Date

Vice President

Date

Distribution:
Original: Department Personnel File
Copies: Employee, Appointing Authority or designee