300 Telework Policy (Central Services Only)

300 TELEWORK POLICY (CENTRAL SERVICES ONLY)

300.1 PURPOSE

The purpose of this policy is to state the Archdiocese of Baltimore guidelines for allowing employees of AOB Central Services to work from an approved offsite location (usually the employee's home or remote regional office) on one or two selected workdays in a workweek.

300.2 DEFINITIONS

A. Telework: an approved employee work assignment at a location that is other than the employee's customary Central Services worksite.

B. Eligible Employee: any Central Services employee (full time or part time) who holds a position which includes duties that have been determined by the employee's supervisor to be suitable for remote work. Contract employees, supervisors, non-exempt employees, and full-time employees working on a compressed workweek schedule are not Eligible Employees. Employees working a 4 day/10 hour workday schedule because the Catholic Center is closed on Fridays in the summer are not precluded from Telework. In appropriate cases, Telework may be approved as a reasonable accommodation for employees with temporary or permanent disabilities.

C. Teleworker: an employee who is regularly scheduled to Telework.

D. Episodic Telework Event: Extraordinary personal or work circumstances, ordinarily of no more than two pay periods in duration, in which an

employee may be approved to Telework for the mutual benefit of the employee and the operations of the employee's office. The eligibility requirements in II.B. above do not apply to episodic Telework. Some examples are:

(1) an employee's temporary medical condition precludes the employee from traveling to the workplace but does not hamper the employee's ability to perform eligible work remotely; and,

(2) an intense or demanding critical work assignment is best performed from an offsite location to eliminate the distractions of a normal office environment and enhance the employee's effectiveness on the assignment.

300.3 POLICY AND EMPLOYEE PARTICIPATION

Telework is a voluntary work arrangement arrived at by agreement of the supervisor and employee. Telework arrangements are not an employee entitlement. The primary determinant in considering a potential Telework arrangement is an evaluation of the duties to determine the suitability of Telework. An employee must initiate a proposal for a Telework arrangement. A supervisor must have a sound basis for approving, disapproving or modifying an employee's Telework proposal.

Criteria

The following criteria shall be utilized in the supervisor's evaluation of a request for Telework:

The position or duties to be performed in the remote location must be suitable for Telework as determined by the supervisor. For Telework to be approved, a position must include primarily tasks that can be performed away from the workplace. Such tasks may include (but are not limited to): data analysis, reviewing and preparing budgets, proposals, and reports, planning and coordinating conferences and events, data entry, word processing and editing large documents, or telephone-intensive tasks. Supervisors should seek the assistance of Human Resources in making the

decision about the suitability of the position for Telework.

The employee's performance must, at a minimum, meet standards and expectations in all aspects prior to the beginning of the proposed Telework situation.

1. The employee must have a track record of performing work accurately, efficiently, with reliability, and without the need for close supervision.

2. Positions requiring extensive external contact, interaction with coworkers, or close supervision typically are not appropriate for Telework. For Telework to be authorized for such positions, the employee must propose to the supervisor's satisfaction how the employee can meet the requirements for necessary face-to-face contact, meetings, or other types of contact required by the job.

3. The employee must have the necessary computer skills, have an available and suitably designated work space at the remote location, and have access to the telecommunications capabilities necessary for the completion of tasks. Remote access to the AOB network is limited to the use of AOB owned and supplied equipment. All costs incurred by an employee to arrange a Telework site and to Telework are the employee's expenses and will not be reimbursed (e.g., telephone call charges, internet service; home office equipment and supplies).

4. Supervisors of Teleworkers should establish a process for the proposal and approval of work to be performed by the Teleworker. The remote work should be measurable on a quantitative basis, and the quantity and quality of work performed during approved Telework days should be measured in comparison to the work done in the office before and during periods of approved Telework. For project-oriented tasks, quantitative measurement may be replaced with: comparison of results to the established objective(s) of the tasks; adherence to a deadline or due date; progress or status reports/meetings; and/or other means.

Proposed Telework Schedules

The approved work hours of the Teleworker will usually be the same as the employee's work schedule in the customary worksite, including meal breaks and breaks. Because some work may be accomplished remotely without regard to the usual work hours, supervisors may approve hours of Telework that are different than those in the customary worksite. During the approved Telework day(s), the employee must be available to be reached at the offsite location via telephone and email. At the discretion of the supervisor, the employee may Telework on designated day(s) each workweek, or on different day(s) each workweek as scheduled by the supervisor to insure continuity of office operations.

C. **Telework Requirements**

1. Telework arrangements are subject to cancellation at any time with a reasonable amount of notice[1] at the discretion of either the supervisor or the employee.

2. During scheduled Telework hours, an employee's attention must be devoted entirely to work. Telework schedules cannot be established or continued if the Teleworker would have child or dependent care responsibilities or perform work for another party during the scheduled Telework hours.

3. Attendance at the Central Services workplace for on-site meetings, conferences, training sessions and similar activities may be required on days that are otherwise scheduled for Telework at the sole discretion of the supervisor. Transportation and parking costs for such attendance remain as the employee's responsibility.

4. As in a typical office environment, advanced supervisory approval must be obtained for any annual, sick, or personal leave to be taken during scheduled Telework days.

5. To insure that Telework assignments are effective, supervisors should require Telework employees to provide reports or an alternate means of

accounting for activities they performed or accomplished on Telework days.

[1] A “reasonable amount of time” is defined ordinarily as a minimum of 5 business days.

300.4 TELEWORK AGREEMENT

A. Once a position and/or duties have been identified as suitable for Telework, the supervisor and employee shall develop and sign a Telework Agreement (an example is attached) which outlines the terms and conditions between employee and supervisor and the duration of the Telework arrangement. The department Executive Director must also approve the Telework Agreement. Additional documentation must also be completed and be approved by the Executive Director before a Telework arrangement may be implemented. The additional documents are:

An Offsite Workplace Self Certification Checklist (copy attached) that verifies the offsite worksite is suitable and functional for employee completion of assigned tasks); and,

A written Telework Plan generally identifying the typical work/tasks to be completed by the Teleworker at the offsite workplace.

B. A Telework Agreement is limited to the current supervisor/employee reporting relationship and is not guaranteed to continue into a new supervisory or reporting relationship.

C. Supervisors may seek assistance from Human Resources as needed to develop appropriate Telework agreements. Supervisors should provide a copy of final Telework Agreements to Human Resources for inclusion in employee files.

D. Supervisors must review existing Telework Agreements on at least an annual basis, and either agree (by memorandum attached to the original Telework Agreement) to continue the Telework arrangement for a defined period of time, or to cancel it.

NOTE: Because of their unscheduled and infrequent nature, Episodic Telework events do not require the execution of a Telework Agreement, the Self-Certification Checklist, and a Telework Plan. However, that documentation (or an alternate format) may be requested by the supervisor in considering the request to approve working remotely during an Episodic Telework Event.

300.5 TELEWORKER RESPONSIBILITIES

A. The Teleworker's duties, responsibilities, conditions of employment, salary and benefits are not affected by Telework. All work hours and approved leave usage will continue to conform to the established AOB policies and procedures as well as to the executed Telework Agreement.

B. The supervisor may consider taking appropriate disciplinary action against a Teleworker for failure to comply with the provisions of the Telework Agreement, this Policy, or other AOB policies including policies regarding confidentiality of records and proprietary information.

C. The Teleworker must identify a workspace at the Teleworker's off-site location and agree that the identified workspace could be subject to inspection.

D. Remote access to AOB systems and applications must approved by the Teleworker's supervisor and appropriate Executive Director. Remote access is defined by utilizing the AOB Virtual Private Network (VPN) and/or other Software as a Service (SaaS) solutions. Teleworkers should consult the Employee Guide to Catholic Center Technology for more details.

300.6 ATYPICAL TELEWORK SITUATIONS

Workplace safety and insurance requirements vary from state to state. This Policy addresses typical Telework situations, i.e., remote work locations in the state of Maryland of one or two days per workweek.

In very rare instances, a regular Telework schedule exceeding two days per workweek may be significantly beneficial to the AOB, and would be considered "atypical". Telework situations proposed for locations outside

the state of Maryland are also “atypical” and would require further review.

A. In atypical situations where a Telework schedule is proposed for more than two days per week, the agreement must be approved by the Vicar General, after being reviewed by the Executive Director of Human Resources. Additional justification regarding the benefit of an atypical Telework arrangement to the AOB is required for approval.

B. If the employee’s proposed off-site location is out of state, AOB Risk Management must be consulted prior to a Telework Agreement being signed as there may be additional required reporting and/or costs.

For information and advice about the interpretation and application of this Policy, please contact Human Resources.

300.7 AOB TELEWORK PROGRAM OFFSITE WORKPLACE SELF-CERTIFICATION CHECKLIST

Name:

Office:

Offsite Work Address:

Offsite Work Phone:

Supervisor:

This checklist is designed to assess the overall safety of your remote workplace and to ensure that you have been properly prepared for Telework. Upon completion, you should sign and return this form to your supervisor.

Describe the workspace in your remote workplace:

A. **Work Space Environment**

Yes

No

1. Is the work space free of potential hazards that could cause physical harm (frayed wires, bare conductors, loose wires, exposed wires to the ceiling, frayed or torn carpeting seams, uneven floor surfaces)?

2. Are electrical outlets properly grounded (3 pronged)?

3. Are the rungs, legs, and wheels of the chairs sturdy?

4. Are the phone lines, electrical cords, and extension wires secured?

5. Is the office space neat, clean, and free of obstructions and combustibles?

6. Is there enough light for reading?

7. Is a fire extinguisher easily accessible from the office space?

Yes__ No__

8. Is there a working (test) smoke detector within hearing distance of the workspace?

9. Is the area free from distractions (e.g., children, noisy pets)?

10.Is there telephone and broadband internet service available at the workspace?

B. **Employee Orientation**

1. Have you read the AOB Telework Policy & Agreement?

2. Have you been provided with a copy of your signed Telework Agreement?

3. Have you discussed your work schedule with your supervisor?

4. Have you developed a Teleworker Work Plan?

5. If you have been issued AOB-owned equipment, have you been briefed on the care of the equipment?

6. Have you discussed your performance expectations with your supervisor?

I certify that all information contained in this check list is true and complete to the best of my knowledge. I authorize ____ _____ to inspect the remote work location provided I am given 24 hours notice of the inspection. I understand that any erroneous, misleading or fraudulent information is sufficient grounds for precluding me from Telework and may be grounds for disciplinary action.

_____ _____

Teleworker Date

_____ _____

Supervisor Date

300.8 CENTRAL SERVICES EMPLOYEE TELEWORK AGREEMENT

ARCHDIOCESE OF BALTIMORE CENTRAL SERVICES EMPLOYEE TELEWORK AGREEMENT

This Agreement is between the Archdiocese of Baltimore (AOB), and _____ (Employee). The parties agree as follows:

1. Scope

The Employee agrees that Telework is voluntary and may be terminated by either the Employee or Supervisor, with or without cause. Other than those duties and obligations expressly imposed on the Employee under this Agreement, the duties,

obligations, responsibilities and conditions of the Employee's employment with AOB remain unchanged. The Employee's salary and participation in the benefits shall remain unchanged. The terms "offsite work location" or "offsite workplace" shall mean Employee's residence or any offsite office location approved by the supervisor for AOB. The term "office" shall mean Employee's usual and customary AOB work address.

2. Term

Employee's participation as a Teleworker is effective on _____(date) and is scheduled to either be terminated or reviewed for continuation on _____(date). The Employee's participation is entirely voluntary and remains in effect only as long as the Employee is deemed eligible at the sole discretion of the AOB. Employee does not have a right or entitlement to Telework. Either party may terminate the Telework arrangement by providing a reasonable amount of notice[1] in writing, to the other party. AOB will not be responsible for costs, damages or losses resulting from cessation or participation as a Teleworker. This Agreement is not a contract of employment and may not be construed as one.

3. Compensation and Leave

a. The Employee agrees that his/her work hours will conform to the terms set by AOB. If the Employee may need to take annual, personal or sick leave during scheduled Telework days/hours, the Employee agrees to obtain advance supervisory approval before taking leave. Taking leave without such approval or notice may result in termination of the Telework privilege and/or other appropriate action.

4. Telework Schedule and Telework Status

The Employee agrees that the scheduled Telework days/hours are designated as follows:

Day of the Workweek Duty Hours (from/to)

_____ _____

_____ _____

_____ _____

Any changes to the Telework schedule must be agreed to by Employee's supervisor in advance, in writing. The Employee agrees to maintain contact with the office during the time specified in the Telework schedule by both telephone and e-mail.

The Employee agrees to perform only official duties and not to conduct personal business or perform work for others while in a work status at the offsite work location during scheduled Telework hours. Personal business includes, but is not limited to, caring for children or dependents, making home repairs, and shopping.

Subject to the discretion of the supervisor, the employee may be required to participate in face-to-face meetings at the customary Central Services workplace on scheduled Telework days. Except when agreed to by the Supervisor, employees are not entitled to substitute Telework time on other days as a result of being called in for meetings. The Employee will not conduct any face-to-face work meetings at the offsite work location if that offsite work location is the employee's residence except by voice (Telephone) or video capabilities (Skype, Face Time, videoconferencing, etc.)

5. Work Performance

As required and defined by the supervisor, the Employee agrees to provide regular reports to assist in evaluating the Employee's work performance. The Employee understands that a decline in quantity or quality of work performance may result in termination of the Telework arrangement by the supervisor.

6. Standards of Conduct

The Employee agrees to be bound by this Agreement, AOB policies and the Code of Conduct while Teleworking. Violation of the foregoing may result in

termination of this Agreement and the Telework privilege and may be grounds for discipline.

7. Equipment

To connect with the AOB network, an AOB-owned computer is required. This computer may only be used by the Employee for work purposes and may not be used by anyone other than the Employee. No personal software may be installed. The Employee agrees to follow all computing and data security policies and guidelines established by AOB for access to its network. The Employee agrees to protect all AOB-owned property from theft, damage, and unauthorized use. Other office equipment necessary for Telework is provided by the employee at his or her expense including printer, internet connection and telephone. A desk, chair and lighting are also expected to be provided by the Employee. AOB is not liable for the loss, damage, or wear and tear of Employee-owned equipment. The Employee is responsible for the installation, service and maintenance of any Employee-owned equipment and furnishings used in Telework. In the event that AOB, at its sole discretion, provides other equipment and/or supplies for use by the Employee during the Telework period, the Employee agrees that any use of equipment, software, and supplies provided by AOB for use at the offsite work location is limited to authorized persons and for purposes related to work and that it remains the property of AOB. Any and all AOB-owned equipment must be returned when an employee leaves AOB employment.

In the event of the failure or malfunction of AOB-owned equipment or any security breaches, the Employee agrees to immediately notify appropriate AOB technical staff. In the event of delay in repair or replacement of AOB equipment, the Employee understands that Employee may be assigned to do other work at the primary worksite.

8. Offsite Work Space

The Employee agrees to identify or designate a work space within Employee’s offsite work location for placement and installation of equipment as appropriate. The work

space must be adequate for performance of the Employee's official duties. Employee shall maintain this work space in a safe condition, free from hazards and other dangers to Employee and equipment.

9. Inspections

The Employee understands that AOB could make on-site visits to the offsite work location for the purposes of determining that the site is safe and free from hazards and distractions, and to maintain, repair, inspect or retrieve AOB-owned equipment or data. Such inspections may only be made during the Teleworker's normal work hours and ordinarily will provide the Employee with at least 24 hours notice of an inspection.

10. Reimbursement

The Employee agrees that AOB will not be responsible for typical operating costs, home maintenance, or any other incidental costs (e.g. utilities, insurance, telephone tolls, internet connections, etc.) associated with the use of the employee's residence or equipment. Supervisors may exercise discretion in authorizing reimbursement for necessary atypical expenses incurred by the Teleworker.

11. No Liability for Injuries or Property Damage

The Employee understands that in typical Telework situations the Employee is covered under the Maryland Workers' Compensation Law if injured in the course of performing duties at the office or at the offsite Maryland workplace. The Employee agrees to notify the supervisor and AOB Insurance immediately of any accident or injury that occurs at the offsite workplace and to complete any required forms. AOB agrees to investigate such a report promptly. The Employee agrees that AOB shall not be liable for damages to Employee's personal or real property or injuries to family members or third parties while Employee is working at the offsite work location.

12. Miscellaneous Provisions

The Employee agrees to provide to AOB any information necessary to respond to inquiries or to complete reports or analyses relating to Telework arrangements.

I affirm by my signature below that I have read this agreement and understand its subject matter.

_____ _____

Employee Date

_____ _____

Immediate Supervisor Date

_____ _____

Executive Director Date

_____ _____

Vicar General (required for Atypical Telework) Date

_____ _____

Executive Director, HR (required for Atypical Telework) Date