Development Authority of the North Country

Subject: **Telecommuting Policy**
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TELECOMMUTING POLICY

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SECTION 1.0 PURPOSE

This policy establishes guidelines for telecommuting arrangements for employees of the Development Authority of the North Country (hereinafter, "the Authority"). As detailed below, telecommuting arrangements are not a right or entitlement of employment; they are discretionary and subject to operational needs. Telecommuting arrangements can be rescinded at any time with appropriate notice. There is no appeal process for a denied or rescinded telecommuting arrangement.

Telecommuting allows employees to work at home, on the road or in a satellite location for all or part of their workweek. The Authority considers telecommuting to be a viable, flexible work option when both the employee and the job are suited to such an arrangement. Telecommuting may be appropriate for some employees and jobs, but not for others. Telecommuting is not an entitlement, it is not an Authority-wide benefit, and it in no way changes the terms and conditions of employment between the employee and the Authority. [Note: Telecommuting approved on a one-off or otherwise irregular basis is not a telecommuting arrangement as defined under this policy.]

Telecommuting arrangements require the initial and ongoing approval of Authority management.

SECTION 2.0 APPLICABILITY

This policy applies to staff in good standing and whose job duties and responsibilities are suitable for telecommuting arrangements (hereinafter, "Covered Positions" are referred to as Telecommuters). Telecommuting is not operationally feasible for all job functions. The Authority will determine which job functions and employees are eligible to participate in this telecommuting arrangement. Covered Positions shall be designated by the Executive Director in consultation with the COO, CFO, Division Directors and Human Resources. Human Resources will maintain a list of Covered Positions that will be updated on an ongoing basis.

This policy does not apply to requests for, or management of, workplace accommodation(s) under the Americans with Disabilities Act (ADA) or under any other applicable federal, state, or local law or regulation. Employees seeking such workplace accommodation(s) should contact the Authority's Human Resources Office.

SECTION 3.0 DEFINITIONS

Telecommuting arrangement means working from home or from a remote location one or more days per week on a regular basis within the mutually agreed upon geographic area of the Authority's business responsibilities and duties within the state of New York.

While on a telecommuting arrangement, covered employees are expected to work the same business hours of the Authority that they were originally hired to work in their current position, and to perform their responsibilities as they otherwise would at an Authority worksite.

The Telecommuting Agreement details the terms and conditions of the covered employee's telecommuting arrangement.

SECTION 4.0 PROCEDURE

4.1 GUIDELINES FOR APPROVAL OF A TELECOMMUTING ARRANGEMENT

The success of a telecommuting arrangement can depend on several factors, such as current job performance and attendance, the ability to work independently, the nature of the work to be performed, consideration of the impact such arrangement will have on others, services available at the proposed telecommuting site, and strong communication skills. A telecommuting arrangement is established at the discretion of the Executive Director with recommendation from the employee's Division Director, Executive Management and Human Resources, and may be subject to change at the sole discretion of Authority management.

When requesting a telecommuting arrangement, a covered employee should consider their own needs together with those of the Authority and their family. Any employee who requests a telecommuting arrangement should ensure that their work can be performed in a manner consistent with standards that would be true if they were reporting to an assigned work location (e.g.: State Office Building). When considering a covered employee's request for a telecommuting arrangement, Division Directors should assess the impact of such an arrangement on the division and, in making such a determination, consider the following as applicable:

- Does the covered employee meet the minimum requirements?
  - The covered employee is in good standing in their current position.
- Will the covered employee be able to meet the minimum requirements of their position?
  - The nature of the employee's position is such that they can perform their normal duties from an alternate location (e.g., outside of their normally assigned office).
  - Productivity and progress metrics are still measurable under the proposed arrangement.
  - Quality of service to internal and external clients can be sustained.
  - Any required face-to-face contact can be maintained.
- Questions about the covered employee and their ability to perform the job under a telecommuting arrangement:
  - Is the covered employee highly independent and disciplined, requiring minimum supervision?
  - Are there issues that may affect operations in the workplace or ability to do the work off-site, such as access to necessary information or support for work tasks?
  - Is the covered employee's proposed alternative work location in a physical workspace conducive for adequate privacy, security and business suitable for maximum productivity?
  - Will the covered employee have the technology, equipment and secure system access to perform all responsibilities and to maintain the effectiveness of communications?
  - Will there be the ability to maintain a two-way flow of communication between Division Director, direct manager/supervisor and covered employee, and covered employee and their colleagues?
  - How will the performance of the covered employee on a telecommuting arrangement be measured?
  - Will the Division Director be able to assess the covered employee's productivity and the quality of their work results?
  - Will the covered employee's job satisfaction and morale be sustained or improved?

- Questions about scheduling, as applicable:
  - Will there be adequate team coverage in the workplace, especially during peak service or demand times?
  - Has the Division Director taken into account intermittent job demands that may make it necessary for specific workers to be in the workplace at certain times, for certain tasks, meetings, events, or projects?

4.2 HOW TO REQUEST A TELECOMMUTING ARRANGEMENT

To make a request for a telecommuting arrangement, the employee shall make the request via email to their supervisor/manager and Division Director. The Division Director will consult with Human Resources to confirm that the position is a covered position (i.e., eligible for Telecommuting). The Division Director will make a recommendation to the Executive Director, in accordance with the guidelines set forth herein, and respond to the employee accordingly. Upon written approval of such request to the Division Director and HR, HR will initiate a Telecommuting Agreement in OnBase for the employee to complete. The Division Director will communicate such approval with the supervisor/manager and other appropriate colleagues.

4.3 MANAGEMENT AND CONTINUED APPROVAL OF TELECOMMUTING ARRANGEMENT

If a telecommuting arrangement is approved, it is subject to an initial trial period during the first two months and will be evaluated annually thereafter (or sooner as necessary and appropriate). Circumstances may change causing the telecommuting arrangement to change or be discontinued. It shall be the responsibility of the covered employee's Division Director to consider, assess, and evaluate the implications of the request for and management of a telecommuting arrangement. Nothing in this policy is intended to alter a covered employee's responsibilities, which are determined by the covered employee's Division Director.

While on a telecommuting arrangement, covered employees must continue to comply with all applicable state and federal employment laws, Authority policies and procedures and rules of conduct. They are expected to perform their responsibilities as they otherwise would under a standard working arrangement while on Authority owned worksites. There may be times where a covered employee will be required to work in the office or attend meetings at the business site.

The Authority will monitor and audit compliance with the terms of the telecommuting arrangement. The covered employee's Division Director is responsible to manage the performance of a covered employee on the telecommuting arrangement. The first two months of the telecommuting arrangement are a trial period. At that point (or sooner if deemed necessary) the Division Director will conduct an evaluation of the telecommuting arrangement and meet with the covered employee to discuss the status of the arrangement:

- Are expectations clearly understood?
- Have turnaround times for tasks been adversely impacted?
- Is productivity being maintained?
- Are the division's needs still being met?
- Are there benefits that can be identified?
- Are there adjustments to the arrangement that might be desired by either party?

The covered employee's Division Director will decide whether to continue the telecommuting arrangement. Continued approval of the telecommuting arrangement will be granted on a case-by-case basis, taking into account the considerations of the current business needs of the Authority and the covered employee. If the telecommuting arrangement is continued, it will be evaluated at least annually thereafter.

If the telecommuting arrangement is discontinued, the covered employee's Division Director will provide the

employee with notice of discontinuation at least 14 days in advance, except for non-compliance by the employee in which case the telecommuting arrangement may be terminated immediately.

Consistent with the expectations that would exist onsite, employees who telecommute must avoid conflicting personal commitments that would distract from their work such as engaging in non-work-related activity, including but not limited to child and dependent care, during telecommuting hours (e.g.: during normal business hours). Telecommuting arrangements are not to be used for purposes of taking leave or time off from work. Requests for leave or time off (e.g., to bond with a newborn child or care for a family member with an illness or injury) should be made under the appropriate policy.

4.4 WORK HOURS / WORKSPACE

Telecommuters will work during their approved normal workday (including overtime when appropriate and authorized in advance by their manager). Telecommuters must request time off in accordance with Authority policies. Failure to comply with these requirements may result in the immediate termination of the telecommuting agreement. Additionally, when Telecommuters are required to report to their official work site there will be no reimbursement for travel, nor will the Telecommuter be paid for their travel time. The employee shall designate a workspace within their remote work location while teleworking. The Telecommuter shall maintain this workstation and surrounding area in a safe condition, free from hazards and other dangers to the employee and equipment. The Authority must approve the site chosen as the employee's remote workspace at the commencement of the telecommuting arrangement. The Telecommuter is expected to complete the Telecommuting Agreement in OnBase by: (1) Designating the address of telework location, (2) Reading the Agreement, (3) Completing the safety checklist, (4) Describing the designated work area and (5) Attaching three photos of the workstation and surrounding area. Once the above sections are completed, the employee shall electronically sign their name and date the Agreement for further approval processing by the Division Director, Chief Financial Officer/Chief Operating Officer and the Executive Director.

The Authority has the right to make on-site visits (with 48 hours advance notice) to the remote work location for purposes of determining that the site is safe and free from hazards, and to maintain, repair, inspect, or retrieve company-owned equipment, software, data or supplies.

4.5 EQUIPMENT REQUIRED FOR TELECOMMUTING

The Authority will not provide the covered employee with any computer equipment, telephone, or web access other than what the covered employee already has received or is eligible to receive for purposes of work.

The covered employee is responsible for ensuring that their telework location is equipped with the equipment they will need to fully carry out assigned duties. The Authority is not responsible for servicing and maintaining equipment that is not Authority property, and shall not be responsible for costs associated with normal wear, maintenance, upkeep, repair or replacement of personal equipment that supports the employee's ability to telecommute.

Office supplies will be provided by the Authority as needed. Out-of-pocket expenses for other supplies will not be reimbursed unless by prior approval of the employee's division director.

The Authority's Virtual Private Network (VPN) is a user-managed service; therefore, users are responsible for paying their associated Internet Service Provider (ISP) fees.

Consistent with the Authority's IT Policy and General User Procedure, telecommuting employees will be expected to ensure the protection of proprietary company and customer information accessible from their home office. Steps include securing and locking electronic devices, the use of locked file cabinets and desks, regular password maintenance, and any other measures appropriate for the job and the environment. The Authority will provide certain tools and equipment for the employee to perform his/her current duties at a home work location. This does not include phone lines or internet service. When the employee uses their own equipment, the employee

is responsible for maintenance and repair of equipment.

Whether personally owned or Authority provided, if equipment relied upon as a condition for telecommuting is not operational on a scheduled telecommute day, the employee will be required to either report to the office work location or make a request for time off under the Authority's normal leave policy.

4.6 SAFETY

During work hours and while performing work functions in the designated work area of the home, Telecommuters are covered by workers' compensation.

Employees are expected to maintain their home workspace in a safe manner, free from safety hazards. The Authority assumes no liability for injuries occurring in the employee's home workspace outside the agreed-upon work hours or while performing non-work-related functions.

The Authority's Telecommuting Agreement requires the completion of a safety checklist.. Each Telecommuter shall notify HR if their work location/station changes from that which was approved, requiring completion of a new Telecommuting Agreement . Accidents that occur at home while the employee is being paid to work and that are directly related to the performance of the employee's work duties must be reported. Telecommuting employees are responsible for notifying their Division Director and Human Resources of such injuries as soon as practicable as per the Authority's Health & Safety Manual.

The Authority is not liable for loss, destruction, or injury that may occur in or to the employee's home. This includes family members, visitors, or others that may become injured within or around the employee's home.

4.7 CHILD AND/OR DEPENDENT CARE

Teleworking is not a substitute for child and/or dependent care and it is the expectation of the Authority that Telecommuters will use appropriate child and/or dependent care during work hours.

Telecommuters will not be available during Authority's core business hours to provide child and/or dependent care.

Prospective Telecommuters are encouraged to discuss expectations of telecommuting with family members prior to entering into an agreement.

4.8 TAXES

It will be the Telecommuter's responsibility to determine any income tax implications of maintaining a home office area. The Authority will not provide tax guidance nor will the Authority assume any additional tax liabilities. Telecommuters are encouraged to consult with a qualified tax professional to discuss income tax implications.

4.9 COMMUNICATION

Telecommuters must be available by phone and email during business hours. Telecommuters will still be available for in person staff meetings, and other meetings deemed necessary by management.

SECTION 5.0 RECORD OF REVISIONS

Revision Number	Revision Date	Description of Changes
	08/26/2021	Policy Created
1	10/27/2022	Resolution No. 2022-10-78, citing 8 modifications
2	11/27/2023	Updated document formatting
3	1/15/2025	Minor grammatical changes
4	8/27/2026	Minor updates to improve clarity and provide additional clarification.

TELECOMMUTING AGREEMENT

Employee Name: _____ **Job Title:** _____

Division: _____ **FLSA Status:** ☐ Exempt ☐ Nonexempt

Start Date: _____ **End Date:** _____

□ Monday □ Tuesday □ Wednesday □ Thursday □ Friday

Shift: _____

This telecommuting agreement will begin and end on the following dates:

Address of Telework Location: _____

The employee agrees to the following conditions:

1. The employee understands that they must follow all the terms and conditions of their employment to include policy and procedures and the Code of Conduct while working from a remote location approved by the Authority.
2. The employee agrees and understands "regular work performed for the Authority" is defined as one or more full days per week on a regular basis within the geographic area of the Authority's business responsibilities and duties within the state of New York.
3. The employee will remain available and productive during their approved normal workday.
4. The employee will be available and ready (with no advance notice) to report to an Authority business location during working hours within 90-minutes of a request from management.
5. The employee must request time off in advance in accordance with Authority policies.
6. The employee will designate a workspace within the remote work location for teleworking in an area free from distractions.
7. Nonexempt (hourly) employees will only work as scheduled and will obtain manager approval prior to working unscheduled overtime hours.
8. The employee will communicate regularly with his/her manager and co-workers during normal Authority business hours, which may include a weekly written report of activities to his/her manager.
9. The employee will comply with all Authority's rules, policies, practices and instructions that would apply if the employee were working at an Authority's location.
10. The employee will maintain satisfactory performance standards.
11. The employee will make arrangements for regular child/dependent care and understands telecommuting is not a substitute for child/dependent care.
12. The employee will maintain a safe and secure work environment at all times at their preapproved telework location.
13. The employee will allow an Authority representative to have access to the telecommuting location for purposes of assessing safety and security, upon reasonable notice by the Authority's representative.

14. The employee will report work-related injuries to his/her manager and to Human Resources as soon as practicable as per the Authority's Health and Safety Manual.
15. The employee will adhere to IT General User Procedures and the employee understands that all tools and resources provided by the Authority shall remain the property of the Authority at all times.
16. The employee agrees to protect Authority tools and resources from theft or damage and to report theft or damage to his or her manager immediately.
17. The employee will be expected to ensure the protection of proprietary Authority and customer information accessible from their home offices.
18. The employee understands that all terms and conditions of employment with the Authority remain unchanged, except those specifically addressed in this agreement. This agreement is not a contract of employment for a definite term or duration, and does not alter the employee's status as an employee-at-will.
19. The employee understands that management retains the right to modify this agreement on a temporary or permanent basis for any reason at any time.
20. The employee agrees to all the terms and conditions of the Authority's Telecommuting Policy.

Completion of Sections for the Safety Checklist (Completed by Employee)

- General
- Fire Safety
- Electrical Safety
- Workstation Ergonomics

Completion Work Area (Completed by Employee)

- Briefly define and describe the designated work area. **Attach three (3) Photos Showing Work Station and Surrounding Area Signed Approvals (Signatures are automatically applied when passing the form out of the workflow queue in OnBase.)**
- Employee
- Division Director
- Chief Financial Officer / Chief Operating Officer
- Executive Director