

## Human Resources Operating Policy No. 460

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**EFFECTIVE DATE: July 1, 2020**

**POLICY TITLE:**

*Remote Work*

**To be reviewed every three years by:  
Executive Leadership Team**

**REVIEW BY: June 30, 2023**

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**PURPOSE**

This Policy is intended to provide guidelines for remote work employment arrangements.

**POLICY**

Working remotely allows an Employee to work for this organization at a Remote Work Site. Remote Work is determined in the sole discretion of the Employee's supervisor or manager, and subject to the approval of the Employer's Human Resources ("HR") department, which is responsible for verifying the arrangement is suitable and that the pertinent details are contained in a written agreement to be signed by the Employee. Certain employment positions may be designated as Remote Work positions and hired as such.

Remote Work in no way changes the terms and conditions of the Employee's employment with the Employer, including, but not limited to the Employee's compensation and benefits. All Remote Work arrangements must be facilitated through the Employer's HR department.

An Employee's Remote Work arrangement **may be discontinued at any time and for any reason** at the discretion of the Employee's supervisor or manager with or without cause.

**Remote Work Evaluation and Responsibilities**

Remote Work will be permitted when it is in the best interest of the Employer, required by circumstances beyond the control of the Employer and Employee (e.g., the COVID-19 pandemic) and/or necessary for the safety of the Employee.

Before entering into a Remote Work agreement, the Employee and his/her supervisor or manager, with the assistance of the Employer's HR department, will evaluate the suitability of such an arrangement paying particular attention to the following areas:

- *Job Responsibilities* - the Employee and supervisor or manager will discuss the Employee's job responsibilities and determine if the job is appropriate for a Remote Work arrangement.
- *Equipment* needs, work space design considerations and scheduling issues.
- *Limitations on Business Use of Remote Work Site* inquiry should include verifying that applicable local zoning rules, lease or rental agreements, home association bylaws, or similar rules and regulations applicable to Employee do not prohibit Remote Work. The responsibility for fulfilling all obligations in this area rests solely with the Employee.
- *Key deliverables* and how they will be measured, which should ordinarily reflect the maintenance of a standard workload.

If the Employee's supervisor or manager determine that Employee's duties can be performed remotely, a Remote Work agreement will be prepared by the Employer and must be signed by the Employee, unless the Employee is subject to an employment agreement. Unless otherwise stated in the Remote Work agreement, the Employee will ordinarily be expected to attend on-site events in the Employee's department, as may be necessary to participate in meetings, training sessions and similar events. The Employee must report an illness on a scheduled Remote Work workday in accordance with the Employer's applicable policies and procedures. In addition, if the Employee wants to take time off (*e.g.*, for vacation, a doctor's appointment, etc.) on a scheduled Remote Work workday, the Employee must do so in accordance with the Employer's applicable policies and procedures (*e.g.*, the Employer's paid time off or vacation policy).

Remote Work is generally inappropriate when the Employee's job requires the Employee's physical presence at his/her assigned on-site work location or the arrangement would be harmful to the Employer. Circumstances that may cause Remote Work to be reevaluated include, but are not limited to:

- If the Employee's current work assignment requires that some or all work be performed on-site;
- The Employee does not consistently maintain productivity and performance expectations;
- The Employee has demonstrated availability and/or attendance concerns; or
- A relocation or change in the Employee's Remote Work Site.

### **Remote Work Site**

Employee's Remote Work Site will be the Employee's home address in Workday (or Employer's other HRIS system), unless Employee specifies a different Remote Work Site in his/her Remote Work agreement. The Remote Work Site is also the Employee's principle

work location for tax withholding purposes. Employer makes no representations concerning the tax implications of the Remote Work arrangement.

An Employee must notify his/her supervisor or manager if the Employee intends to change the Remote Work Site for more than two (2) consecutive weeks (*e.g.*, due to a move or extended stay away from the designated Remote Work Site). A relocation or change in the Remote Work Site may require reevaluation of Employee's continuation of Remote Work and the Employee signing a revised Remote Work agreement.

### **Work Environment & Supplies**

The Employer will determine, with information supplied by the Employee and the Employee's supervisor or manager, the appropriate equipment needs for each Remote Work arrangement on a case-by-case basis. Equipment supplied by the Employer will remain the property of the Employer and will be maintained by the organization. Equipment supplied by the Employee, if deemed appropriate by the Employer, will be maintained by the Employee. The Employer accepts no responsibility for damage or repairs to Employee-owned equipment. The Employer reserves the right to make determinations as to appropriate equipment, subject to change at any time. Equipment supplied by the Employer is to be used for business purposes only and is intended for the exclusive and sole use of the Employee. No other person is authorized to use the Employer's equipment at any time. The Employee may be required to sign an inventory of all Employer equipment and other property to be used at the Remote Work Site and must take appropriate action to protect the equipment and other property from damage or theft. Upon termination of the Employee's employment all Employer equipment and other property must be returned to the Employer at the time and in the manner required by the Employer, unless other arrangements have been made.

Consistent with the Employer's expectations of information asset security for Employees working at an on-site work location, Remote Work Employees will be expected to ensure the protection of proprietary Employer, customer and client information accessible from the Remote Work Site. Steps may include, but are not limited to, use of locked file cabinets, electronic media storage, desks, regular password maintenance, and any other steps appropriate for the job and the environment. In addition, Remote Work Employees must comply with the Employer's policies and procedures governing the confidentiality of information and patient privacy. Any violation of such policies and procedures may result in the termination of the Remote Work arrangement as well as other disciplinary actions outlined in the Employer's policies and procedures including, but not limited to, immediate termination from employment.

The Employee will establish an appropriate and safe work environment within the Remote Work Site for work purposes. The Employer will not be responsible for any costs associated with the initial setup of the Employee's Remote Work Site such as remodeling, furniture or lighting, nor for repairs or modifications to the Employee's Remote Work Site. The Employee will be offered appropriate assistance in setting up a workstation at the Remote Work Site designed for safe, comfortable work. The Employer reserves the right to inspect the

Employee's Remote Work Site workspace, upon reasonable notice, to ensure that it is designed consistent with this Policy.

The Employer will make available to Employee necessary office supplies (pens, paper, etc.) for successful completion of the Employee's job responsibilities. The Employer will reimburse the Employee for other business-related expenses in accordance with the Employer's applicable reimbursement policy and/or procedure, and/or pursuant to any relevant state or local law.

### **Work-Related Injuries and Workers' Compensation**

Employees working remotely are responsible for notifying their supervisor or manager, at the earliest reasonable opportunity, of any injuries they believe to be work-related in accordance with the Employer's workers' compensation policy and/or procedure. Employees will also be responsible for completing an online incident report for any believed work-related injuries, through the application used by their Employer. In the event of a work-related injury, Employees may be eligible for wage loss benefits and reasonable medical care under this organizations Workers' Compensation Program.

### **Scheduling & Work Arrangements**

The Employee and his/her supervisor or manager will agree on the work schedule the Employee will customarily maintain and the manner and frequency of their communication during the Remote Work arrangement. The Employee agrees to be accessible by phone, e-mail, or other mode of communication (*e.g.*, instant messaging) provided by Employer within a reasonable time period during the agreed upon work schedule. The Employee and his/her supervisor or manager will also agree upon deliverables and expectations.

### **Fair Labor Standards Act ("FLSA") Regulations**

The following guidelines apply to an Employee who is classified as non-exempt:

- The Employee must accurately report/record all hours worked in a manner designated by the Employer.
- The Employee is prohibited from working off the clock.
- The Employee must take meal and/or rest breaks in compliance with applicable law and the Employer's applicable policy and/or procedure.
- The Employee must obtain advance approval from the Employee's supervisor or manager to work overtime and will comply with Employer's policy and/or procedure regarding overtime/shift premium pay.

### **PROCEDURES**

This organizations Human Resources Department is responsible for establishing, implementing and enforcing Procedures, Standards or Guidelines to be followed in the implementation and application of this Policy.

## **SCOPE/APPLICABILITY**

This Policy is intended to be a system-wide policy that applies to all Employees of this organization, subject to any modifications necessary to comply with applicable state and local laws and regulations, accreditation requirements or otherwise and that are approved by the organization Chief Human Resources Officer or his or her designee, in consultation with the organization Legal Department as necessary. For purposes of this Policy, the organization Senior Vice President and System Office Chief Human Resources Officer, or his/her delegate, has been authorized to approve such modifications.

## **DEFINITIONS**

**Remote Work** is a work location alternative that may be appropriate for some Employees and some jobs, to be determined in the sole discretion of the Employee's supervisor or manager, subject to the approval of the Employer's HR department.

**Remote Work Site** means a location other than the Employer's on-site work location to which the Employee is assigned to work (e.g., at the Employee's personal residence/home, while on business travel, or in a satellite location).

**Employee** means an employee of this organization, whether that individual's status is permanent or temporary, or part- or full-time.

**Executive Leadership Team ("ELT")** means the group that is composed of the highest level of management at this organization.

**Policy** means a statement of high-level direction on matters of strategic importance to this organizations governing documents.

**Procedure** means a document designed to implement a Policy or a description of specific required actions or processes.

**Regional Health Ministry (“RHM”)** means a first tier (direct) Subsidiary, affiliate or operating division of Trinity Health that maintains a governing body that has day-to-day management oversight of a designated portion of the Trinity Health System within a geographic market.

**Standards or Guidelines** mean additional instructions and guidance which assist in implementing Procedures, including those developed by accreditation or professional organizations.

**Subsidiary** means a legal entity in which a Trinity Health Ministry is the sole corporate member or sole shareholder.

## **RESPONSIBLE DEPARTMENT**

Further guidance concerning this Policy may be obtained from the Trinity Health Human Resources Department.

## **RELATED POLICIES, PROCEDURES AND OTHER MATERIALS**

- [Remote Work Agreement](#)

## **APPROVALS**

**Initial Approval: August 7, 2020**

**Subsequent Review/Revision(s):**