

EMERGENCY TELEWORK AGREEMENT

The American Arbitration Association (alternately referred to herein as the “AAA” or the “company”) has designated that you will temporarily be permitted to telework, that is to perform all or part of your work remotely from your home, subject to the terms and conditions outlined below.

Granting permission to telework is at the sole and exclusive discretion of the AAA and serves to ensure the ongoing continuity of the company’s business activities.

General Provisions:

- Telework is *not* a replacement for appropriate child care, neither is it intended to permit an employee to have time to work at other jobs or to run his or her own businesses. Failure to fulfill normal work requirements, both qualitative and quantitative may result in disciplinary action.
- Non-exempt (hourly) employees are required to record all hours worked each day, and subsequently inform their supervisor daily by e-mail of the hours worked. Any hours worked in excess of 7.5 hours per day will require prior authorization, either written or verbal, from the employee’s supervisor. Failure to comply with this requirement may result in disciplinary action.
- During the term of this arrangement, personal leave (vacation and sick leave) shall be administered in the same manner as if the employee worked on-site.
- The AAA assumes no liability for injuries occurring in the employee's home workspace that occur outside of the agreed upon work hours.

Nature of Telework: EMERGENCY, CONTINGENT

Scope and Duration of Arrangement

This agreement shall become effective on March 16, 2020 and shall remain effective until the AAA decides to alter, amend, or discontinue the telework arrangement.

Telework Schedule:

(Outline the exact days and times per week or per month employee will be working remotely)

Monday – Friday during the employee’s regularly scheduled work hours, subject to change or modification by the AAA.

Terms and Conditions of the Arrangement

1. I understand that my decision to accept a telework arrangement is voluntary; I may either accept or reject the telework arrangement.
2. I certify that the workspace where I will perform my work is quiet and free of distractions, that it can safely accommodate the equipment I will use (computer, keyboard, etc.), that the lighting is adequate and that distracting noise will be kept to a minimum.

3. I understand that all AAA issued equipment is made available for my exclusive use and that I am responsible for ensuring it is safeguarded and secured at all times.
4. I agree to ensure the protection of AAA and customer information that I will have access to. Should a breach of equipment or information occur, I agree to immediately notify my supervisor.
5. I agree to observe the telework schedule set forth above, including the manner and frequency of expected communication. I further understand that I am expected to be accessible during the agreed-on work schedule.

By signing below, I acknowledge and agree to follow the provisions set forth in this agreement.

Employee Signature: 
Laural Pinder Jones (Mar 18, 2020)

This confirms UFCW1776 has no objections or concerns with the above named AAA employee being provided a laptop computer to perform their work remotely, or with the terms of the Telework Agreement. To the extent UFCW1776 has any such concerns, I agree to notify the AAA SVP Human Resources as soon as possible.

UFCW1776 Representative: 
Melinda Ham-Robertson (Mar 18, 2020)

Authorization:

I authorize that this employee may telework at a designated remote work location, subject to the terms and conditions of this agreement.


SVP Human Resources

Guidelines for Considering a Telework Arrangement:

Telework may be appropriate for some employees and some jobs, but not others, and it is typically used for part of the workweek, or periodically as occasions arise where departments or employees would mutually benefit from such an arrangement.

Telework may be appropriate when:

- The essential duties of a job do not require the employee to work on-site.
- The employee has demonstrated sustained high performance and where the employee can maintain the expected quantity and quality of work under a telework arrangement.
- The quality of service can be maintained for AAA customers, colleagues and others with whom the employee regularly has contact with.

Telework should **not** be considered when:

- The job requires the employee to be physically present.
- When teleworking would disrupt the efficiency of the AAA's business operations.
- When an employee requires frequent supervision, direction or input from others who are on-site.
- When an employee's productivity levels, attendance or level of job performance is less than satisfactory.
- When an employee has less than six months of service with the AAA (with the exception of Vice Presidents and above).

TELEWORK POLICY

The unique services the AAA provides require most employees to regularly access secure and proprietary software systems, highly confidential case files. Most positions also require direct collaboration with colleagues and parties, customers, participation in meetings and management or support of the AAA's various services. For these reasons, the AAA generally does not permit employees to telework -- that is, to work remotely -- on a consistent and regular basis. Employees are expected to perform their work duties "on-site" at the AAA's offices and facilities.¹

Exceptions to this policy are limited to the following situations:

TELEWORK ARRANGEMENT: In limited circumstances at the AAA's sole discretion, a Senior Vice President may permit an employee telework on a regular or recurring basis when there is a mutual benefit to the company and the employee, and where the employee's particular position is suited to such an arrangement. Such arrangements shall be conditioned on the employee signing a written Telework Agreement, which shall set forth the specific guidelines, terms and conditions of the telework arrangement.

SHORT TERM AND EMERGENCY SITUATIONS: At times, emergency or contingent situations may arise that disrupt the AAA's ordinary business operations or otherwise impede an employee's ability to travel to/from the worksite. While most situations are likely to be the result of inclement weather, other types of situations include civil emergencies, pandemics, transit strikes, building/facilities issues, and natural or man-made disasters. In other circumstances, it may be only an individual employee who is impacted by circumstances that make it extremely difficult or impossible to travel to the AAA's office.

During these situations, certain employees may be permitted or requested to temporarily telework, or to work at an alternate location, in order to ensure the AAA's business operations and continuity are maintained. Where practicable, the respective Division's Senior Vice President will furnish the Human Resources Department with a list of employees designated as essential to maintain the AAA's operations in the advance of anticipated office closings so that a Telework Agreement can be presented to, and signed by the employee. In the event the employee does not already have remote access to the AAA systems and/or business applications, the Chief Information Officer will coordinate with Senior Vice President of Human Resources and the Division's Senior Vice President to grant temporary access as required within the AAA's other policies, including the *Acceptable Use Policy*.

Human Resources shall maintain a list of employees who have been authorized to telework, and shall periodically review each situation with the respective supervisor to assess the telework arrangement.

Questions regarding the AAA's telework policies should be directed to the Senior Vice President of Human Resources.

¹This policy does not address or apply employees who may work from home or outside the office, either as part of their job responsibilities or as may be permitted by their manager, on a very limited or only occasional basis. Nor does this policy apply in situations where telework or other short-term arrangements may be considered as an accommodation under the ADA/ADAAA or applicable laws. Such arrangements are not the focus of this policy.







Emergency Telework Agreement 3-2020 UFCW1776

Final Audit Report

2020-03-19

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✔ Signed document emailed to Laural Pinder Jones (jonesl@adr.org), Melinda Ham-Robertson (mrobertson@ufcw1776.org) and Eric Dill (DILLE@ADR.ORG)

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