Catholic Charities Disabilities Services	
Agency Standard and Procedure	
Standard Category	Administration
Standard Title	Agency Cell Phone Assignment and Personal Employee Cell Phone Reimbursement
Regulations	
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Attachments	CCDS Mobile Device Agreement
Approved by: Paula Jubic, Executive Director	Paula Jubic

Standard:
Employees whose job duties include remote work and/or the frequent need to be reached by cell phone, or who need to be reachable during off hours by email or cell phone, may receive an agency issued cell phone or cell phone expense reimbursement to assist with business-related costs on their personal cell phone.

Each eligible staff member will review and sign a CCDS Mobile Device Agreement.

Procedure:
Cell Phone Allowance

Eligibility
Employees eligible for an agency issued cell phone include department directors, agency RNs, facilities staff, and full-time employees whose job duties regularly require emergency call back, irregular work hours or other job related factors that require the employee to routinely utilize a cell phone to enhance their ability to perform their job duties. Employees eligible for an agency cell phone reimbursement include employees who have been approved to work remotely once successful completion of their introductory period unless otherwise specified. CCDS job descriptions were updated to determine which employees qualify for a cell phone allowance. Any requests for an employee who does not have this noted in their job description will be reviewed and approved by the Department Director based on the need of the agency. CCDS does not provide reimbursement for any taxes, surcharges, or cost of the cell phone.

Reimbursement Amount
The cell phone reimbursement amount shall be 50% of the service expense (excluding taxes) up to $40.00 for smartphones and $16.00 for non-smartphones.

Reimbursement Payment
The approved cell phone reimbursement will be made quarterly in conjunction with the request submitted to Finance with prior approval from the employee's supervisor with the monthly bills that

support the reimbursement request. Detailed pages of phone calls made and received need not be submitted.

Employee Responsibilities
Employees are expected to understand and follow the policies and procedures to ensure CCDS protects the confidentiality of individuals served and business related communications. Users are responsible to notify the IT and their supervisor if their mobile device is missing or has been accessed by an unauthorized user. IT or designee will lock or disable the device upon such notification. In the event IT must remote wipe the mobile device, it is the user's responsibility to take additional precautions, such as backing up photos and contacts.

Agency Issued Cellphones
The employees in possession of agency cell phones are expected to protect them from loss, damage or theft. Upon resignation or termination of employment, or at any time upon request, the employee may be asked to produce the phone for return or inspection. Agency cell phones may be used for personal calls provided it does not cause the employee to exceed monthly allowances resulting in any added costs to the agency. If CCDS deems a user's service usage is excessive or inappropriate, CCDS may charge the user for that excessive/inappropriate usage. Any employee unable to present the phone in good working condition, within the time period requested, may be expected to bear the cost of a replacement. Employees who separate from employment with outstanding debts for equipment loss or unauthorized charges will be considered to have left employment on unsatisfactory terms and may be subject to legal action for recovery of the loss.

Employee Owned Cellphones
The employee with an approved cell phone reimbursement must retain an active cell phone contract as long as cell phone reimbursement is being made. The employee must provide their department director with their current cell phone number and immediately make notification if the number changes. Salaried employees receiving a cell phone reimbursement are expected to carry the cell phone on their person both on and off duty and respond when called for agency business. CCDS will only allow network access through a user's personal mobile device with IT or designee approval.

Employees receiving cell phone reimbursement may choose the cellular service provider and plan design of their choice. If the employee has additional people covered under their cell phone plan, reimbursement is based only on the portion of the bill associated with the employee's phone cost. Similarly, if the employee is not the contract holder, but is included on someone else's cell phone plan, reimbursement is based only on the portion of the bill associated with the employee's phone cost. CCDS does not provide reimbursement for any taxes, surcharges, or cost of the cell phone. Because the employee owns the cell phone personally, the employee may use the phone for both business and personal purposes, as needed. Use of the phone in any manner contrary to local, state, or federal laws will constitute misuse, and will result in immediate termination of cell phone reimbursement.

If, prior to the end of the employee's cell phone contract, a personal decision by the employee, or employee misconduct, or misuse of the phone, or separation of employment results in the cell phone reimbursement being discontinued or the need to end or change the cell phone contract, the employee will bear the cost of any fees associated with that change or cancellation. Additionally, CCDS will disable any CCDS provided software or services from the mobile device. For example, if an employee resigns, and no longer wants to retain the current cell phone contract for personal purposes, any cancellation charges will be the employee's responsibility. All personally-owned mobile devices will be the

responsibility of the employee, which includes any support issues, repair issues, replacement costs and cost of all accessories.

Confidentiality
Users should be sensitive to discussing confidential matters when using a cell phone so that discussions including confidential information are not overheard by third parties.

Safe Use of Mobile Devices
The use of hand held devices while operating a motor vehicle is not permitted by CCDS, including text messaging. In all circumstances including hands-free mobile device use should be used with due regard for the user's own safety and the safety of others.

Staff should not communicate via text regardless of whether the phone is agency or personally owned unless approved by a supervisor.

CCDS Mobile Device Agreement

As the department director, I: _____
Print Name

☐ **Approve the employee noted below to have CCDS-owned device.**
☐ **Approve the employee noted below to have access to CCDS data on their own personal device.**

Type of Mobile device approved for this employee's use:

- o Laptop/Tablet
- o Smart Phone (Cell Phone)
- o Other _____

Employee Printed Name: _____

Employee Signature: _____ Date: _____

Department: _____

Department Director Approval Signature: _____ Date: _____

Terms of Use:

- I understand that this mobile device is being furnished to me and/or I am being granted access to CCDS data via my own personal device in conjunction with my employment at CCDS. CCDS owned mobile devices are the property of CCDS. I will ensure that no one has access to my CCDS data other than me.
- I understand that it is my responsibility to safeguard this device and to immediately return it in good working order to CCDS upon request, upon separation of my employment or upon a job change that no longer requires the use of a mobile device.
- In the event that I fail to return the device, lose, or damage the device, I agree that I am responsible and will pay CCDS for the replacement cost or cost of repair of the device.
- I agree to follow all CCDS policies relating to the use and security of mobile devices as outlined in CCDS Standards, which are available on the CCDS Employee Portal.
- I acknowledge that CCDS will enforce security settings on the mobile device including at a minimum, locking down applications that can access all CCDS information on the device.
- I understand that personal information may be lost, "wiped", or deleted from the mobile device in order to protect CCDS sensitive information, should the mobile device be lost, stolen, or corrupted. The mobile device can also be wiped by CCDS at the decision of CCDS management. I further understand that the loss of personal information is not the responsibility for CCDS and I agree to hold CCDS harmless for any loss relating to the administration of the mobile device connectivity to CCDS systems.
- I agree not to backup CCDS information (including email) to a non-CCDS computer or move the CCDS information to any unauthorized mobile device. I understand my CCDS email mailbox information is maintained and backed up by CCDS and should not be replicated onto non-CCDS computers or systems.

- I understand that modifying the underlying operating system of the device (e.g. "rooting", "jailbreaking", etc.) will result in the device being removed from synchronization with CCDS data and could result in the device being "wiped" or deleted.

- I understand and accept the synchronization relies on one or more cellular network providers and the internet, and that both are subject to slowdowns and outages of extended duration that are beyond the control of the IT department. Service cannot be guaranteed or fixed by CCDS.

- I agree not to store or transmit CCDS sensitive information (e.g. Business Sensitive Information (BSI) or Protected Health Information (PHI) through non-CCDS approved methods. These include texting, paging, personal email and social networks.

- I agree to report loss of a device immediately to my supervisor and the IT Department.

- Agency cell phones may be used for personal calls provided it does not cause the employee to exceed monthly allowances resulting in any added costs to the agency. If CCDS deems a user's service usage as excessive or inappropriate, CCDS may charge that user for the excessive/inappropriate usage.

- I understand that work related communications should not occur via text regardless of whether it is an agency or personally owned cell phone unless approved by a supervisor.

- I understand that non-exempt employees carrying or operating a mobile device outside of normal work hours, and not within the scope of their work for CCDS, does not constitute working remotely unless properly authorized by management.

- I understand that failure to adhere to these conditions or failure to appropriately safeguard CCDS information could result in disciplinary action, up to and including separation of employment, civil action (e.g. being sued directly) or criminal prosecution by affected persons. [This exposure is especially relevant to disclosure of Protected Health Information ("PHI") or Business Sensitive Information ("BSI")].

I acknowledge receipt of CCDS-owner equipment and or agree to the terms of use:

Printed Name: _____

Signature: _____ **Date:** _____

IT ONLY

Issued by: _____ Date Issued: _____

Mobile Device Type: _____ Mobile Device Name (If applicable) _____

Serial Number/ Phone Number: _____

CATHOLIC CHARITIES
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Cell Phone Reimbursement Submission Form

Name of Qualified Employee: _____

Refer to Cell Phone Use/Reimbursement Standard for detailed information regarding employees who qualify for reimbursement; portion of the cell phone bill that qualifies for reimbursement and reimbursement amounts.

Year of Reimbursement period: _____

Period of Reimbursement (check one):

- o January – March
- o April – June
- o July – September
- o October – December

Calculating the reimbursement amount:

Month of Service	Qualified Portion of Cell Phone Bill	One Half of Bill (x .5)	Amount of Bill for potential reimbursement	Reimbursement amount (1/2 of qualified portion of bill or $40 for smart phone, $16 for regular cell whichever is the smaller amount)	Cell Phone Bill Summary of Services Attached?
	$	X .5	=	$	Yes _____
	$	X .5	=	$	Yes _____
	$	X .5	=	$	Yes _____
Total Amount of Reimbursement Request				$	

Attach copies of the portion of the cell phone bill for each month which outlines the summary of services for the qualified employee.

Employee Signature: _____ Date: _____

Supervisor Approval: _____ Date: _____

Remote Work

CATHOLIC CHARITIES
DISABILITIES SERVICES

Each Executive Director has the ability to set the work schedule and work location for Catholic Charities employees. Each telecommuting program should be implemented following the Remote Work Guidelines and all other appropriate federal and state laws, and Catholic Charities regulations, and policies.

Remote Work is a work arrangement in which supervisors direct or permit employees to perform their usual job duties away from their primary workplace, also known as the usual and customary workplace, and that job duties will be performed at an Alternate Workplace. An alternate workplace is a workplace other than the employee's usual and customary workplace (primary workplace) and may include the employee's home.

Temporary or emergency remote work may be used during short-term illness, transportation emergency due to weather, a natural disaster, or pandemic health crises, or at the discretion of the CEO of Catholic Charities of the Diocese of Albany or his/her designee, including an Agency Executive Director. During this type of remote work arrangement, a formal agreement is not required. For situations other than what is listed above, any employee who would like to request an alternative work arrangement, including remote work, must place the request in writing. The request must include the reason remote work is desired and a plan for how the work will be completed. Remote work is conditioned on the approved written plan and for the specified duration. Remote work must be performed in New York State.

Eligibility Requirements for Remote Work

Remote work is a management option at its sole discretion and not a universal employee benefit. Remote work may not be suitable for all employees and/or positions; therefore, agencies may implement remote work privileges based on specific criteria consistently applied throughout Catholic Charities. It is the CEO, or designee's, or an Agency Executive Director's option to allow an employee to work remotely through Catholic Charities remote work policy.

Conditions of Employment

The employee's duties, responsibilities, and conditions of employment remain the same as if the employee were working at Catholic Charities primary workplace. The employee will continue to comply with federal, state, and local laws, and Catholic Charities policies and procedures while working at an alternate location.

Work Hours

The employee must be accessible during the specified work hours. Catholic Charities and the employee agree that, at Catholic Charities discretion, the employee may perform assigned work for Catholic Charities at a location other than Catholic Charities onsite office as a "remote work employee."

Pay and Attendance

Unless a reduction in hours is mandated as a result of a loss of funding or insufficient quantity of work available during a pandemic or other emergency situation, the employees' salary and benefits remain the same as if the employee were working at a Catholic Charities Agency's primary workplace. The employee will continue to comply with federal, state, and local laws, and Catholic Charities policies and procedures while working at the alternate workplace. If the employee works less than the employee's normal work week and other options to make the employee "whole" does not exist, salary and benefits must be adjusted accordingly.

Advancement

Remote work will not adversely affect an employee's eligibility for advancement or any other employee right or benefit. An employee will be compensated for all pay, leave, and overtime (for non-exempt employees) as if all duties were being performed at the employee's primary workplace.

Leave and Overtime

Requests to work overtime and use any leave, paid or unpaid, must be approved by Catholic Charities in the same manner as when working at a Catholic Charities Agency's primary workplace. An employee shall not work overtime unless authorized in advance. During emergency situations, Catholic Charities understands that child care issues may exist and as such, employees will be permitted to flex their work schedule in order to ensure that adequate child care is in place.

Equipment and its Maintenance

Catholic Charities may provide all or part of the equipment necessary for accomplishing work assignments. However, where agreements specify, employees may be authorized to use their own equipment.

Catholic Charities-Owned equipment:

- Authorized Use/Users — Catholic Charities-owned equipment may be used only for legitimate Catholic Charities purposes by authorized employees.
- Maintenance — Catholic Charities-owned equipment used in the normal course of employment will be maintained, serviced, and repaired by Catholic Charities.

Employee-Owned Equipment:

- When employees are authorized to use their own equipment, agencies will not assume responsibility for the cost of repair, maintenance, or service.

Catholic Charities and the employee must agree upon the equipment to be used in remote work.

The employee must protect equipment provided by Catholic Charities against damage and unauthorized use. Catholic Charities-owned equipment will be serviced and maintained by Catholic Charities. Equipment provided by the employee will be at no cost to Catholic Charities and will be maintained by the employee. The employee agrees that Catholic Charities shall have reasonable access to the alternate workplace for business related purposes such as inspection of the space and retrieval of Catholic Charities-owned property.

Operating Costs

Catholic Charities will not be responsible for operating costs, home maintenance, or any other incidental costs (e.g., utilities), associated with the use of the employee's residence.

Protecting Computer Systems and Records

Catholic Charities security controls and conditions for use of Catholic Charities-owned equipment for the official work location will also apply to alternate workplaces. All official Catholic Charities records, files, and documents must be protected from unauthorized disclosure or damage and returned safely to the primary workplace. The employee agrees to abide by any rules promulgated by Catholic Charities concerning the use of computer equipment (which may include protecting the employee's home PC against computer "viruses") and understands that these rules may be changed at any time with proper notice. The employee agrees to follow Catholic Charities procedures for network access and to take all necessary steps to protect the integrity of systems including but not limited to: protecting passwords, not duplicating Catholic Charities-owned software, and not allowing Catholic Charities files to be viewed by others.

Liability and Home Safety

Catholic Charities will not be liable for damages to the employee's property resulting from participation in the remote work program. The employee accepts responsibility for maintaining the security, condition, and confidentiality of Catholic Charities equipment and materials (including but not limited to files, applications, manuals, forms) that are at the alternate workplace. No employee engaged in remote work will be allowed to conduct in-person face-to-face Catholic Charities-related business at the remote work location. Electronic technology should be used for this purpose. The employee's alternate workplace, shall be free of safety and fire hazards.

Workers' Compensation

The alternate workplace is considered an extension of the employee's primary workplace; therefore, workers' compensation will continue to exist for the employee when performing official work duties in the alternate workplace during approved telecommuting hours. Any work-related injuries must be reported to the employee's supervisor immediately. The employee understands that he remains liable for injuries or damage to the person or property of third parties or members of his family on the premises and agrees to indemnify and hold Catholic Charities harmless from any and all claims for losses, costs, or expenses asserted against Catholic Charities by such third parties or members of the employee's family.

Work Assignments and Evaluation

The employee will meet with the supervisor to receive assignments and to review completed work. During emergency situations, meetings may be held by telephone, email, or other electronic means. The employee will complete all assigned work according to procedures mutually agreed upon with the supervisor. The employee will be required to adhere to those performance standards agreed upon with his manager for remote work purposes. The evaluation of the employee's job performance will be based on such established standards. Performance must remain satisfactory.

Curtailment of the Agreement

Catholic Charities has the right to remove the employee from the program if participation fails to benefit organizational needs. In the event the employee ceases employment with Catholic Charities, or the remote work arrangement is discontinued for any reason, the employee agrees to return all Catholic Charities equipment and supplies to the primary workplace within 48 hours or a mutually agreed upon reasonable time period. If the employee fails to do so, the employee will reimburse Catholic Charities for all unreturned property. All work documents will be returned immediately to Catholic Charities. In addition, this agreement shall automatically terminate when the employee ceases to be employed by Catholic Charities.

Termination of Remote Work Arrangement

Catholic Charities may terminate the remote work policy arrangement at any time, with or without cause, at its convenience, and this termination is final in terms of administrative review.

Office and Telecommuting Location

The employee agrees to work at the primary workplace or the alternate workplace, and not from another unapproved site. Failure to comply with this provision may result in termination of the agreement, and other appropriate disciplinary action. Catholic Charities agrees to establish agreed upon expectations relative to the time the employee would need to spend in the primary workplace and to give adequate notice when these expectations are subject to change. However, the employee may be required to report to the primary workplace without advanced notice, upon request by Catholic Charities.

Workspace Safety

The employee agrees to designate a separate work space in the alternate workplace for the purposes of remote work and will maintain this area in a safe condition, free from hazards and other dangers to the employee and Catholic Charities equipment. To ensure the safety of the work space, the employee agrees to complete and return to Catholic Charities a Telecommuting Safety Checklist (see Sample Safety Checklist) which will certify the employee's alternate workplace complies with health and safety requirements. The employee agrees that Catholic Charities shall have reasonable access to the alternate workplace for the purposes of inspection of the site and retrieval of state-owned property. An employee understands that the employee will be liable for injuries or damages to the person or property of third parties or any members of the employee's family in the alternate workplace if it is in the employee's home. The employee agrees to consult with Catholic Charities before moving any heavy equipment or furniture in the alternative workplace.

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Home Safety Checklist for Telecommuters

The telecommuter is responsible for ensuring a clean, safe, and ergonomically sound home/work office as a condition for telecommuting. The telecommuter should review this checklist with his/her supervisor and sign it prior to the start of telecommuting.

Work Site

- ☐ Telecommuter agrees to maintain a clearly defined workspace that is clean, free from distractions and obstructions, and is in ergonomically sound condition.
- ☐ The work area is adequately illuminated with lighting directed toward the side or behind the line of vision, not in front or above It.
- ☐ Supplies and equipment (both departmental and employee-owned) are in good condition.
- ☐ The area is well ventilated and heated.
- ☐ Storage is organized to minimize risks of fire and spontaneous combustion.
- ☐ All extension cords have grounding conductors.
- ☐ Exposed or frayed wiring and cords are repaired or replaced immediately upon detection.
- ☐ Electrical enclosures (switches, outlets, receptacles, and junction boxes) have tight-fitting covers or plates.
- ☐ Surge protectors are used for computers, fax machines, and printers.
- ☐ Heavy items are securely placed on sturdy stands close to walls.
- ☐ Computer components are kept out of direct sunlight and away from heaters.

Emergency Preparedness

- ☐ Emergency phone numbers (hospital, fire department and police department) are posted at the alternate work site.
- ☐ A first aid kit is easily accessible and replenished as needed.
- ☐ Portable fire extinguishers are easily accessible and serviced as needed.
- ☐ An earthquake/storm preparedness kit is easily accessible and maintained in readiness.

Ergonomics

- ☐ Desk, chair, computer, and other equipment are of appropriate design and arranged to eliminate strain on all parts of the body.
- ☐ Telecommuter agrees to read and to implement the EMPLOYER ergonomic principles.

I have reviewed and understand the items outlined in this checklist.

_____	_____
Employee Name (Please Print)	Agency
_____	_____
Employee Signature	Date

CATHOLIC CHARITIES
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Remote/Alternate Work Option Request

Request Date	Requested Start Date	Requested End Date

Employee Name	Agency/Program	Job Title	Current Work Location

Supervisor Name	Title	Executive Director

Current Schedule	Start Time	End Time	On-site or Remote	Proposed Schedule	Start Time	End Time	On-Site or Remote
Sunday				Sunday			
Monday				Monday			
Tuesday				Tuesday			
Wednesday				Wednesday			
Thursday				Thursday			
Friday				Friday			
Saturday				Saturday			

1. **Reason for request:**

2. **Type of alternate work option being requested:**

3. **Work plan for how to accomplish job duties:**

4. **Impact to co-workers:**

5. **Impact to clients:**

6. **Plan for communication/collaboration:**

7. **Plan for continuity:**

I have received a copy of the Remote Work Policy and understand my responsibilities and agree to adhere to the policy if my request is approved. I understand that Remote work is a management option at its sole discretion and not a universal employee benefit, and may be revoked at any time.

_____ _____

Employee Signature Date

☐ Request has been approved Next Review Date: _____

☐ Request Denied
Reason for Denial:

_____ _____

Supervisor Signature Date

_____ _____

Executive Director Signature Date