



# **AURA Hybrid Workplace and Remote Working Guidelines and Procedures:**

**AURA Corporate  
AURA Central Administrative Services  
AURA Human Resources for NSF Centers  
AURA NSF Centers**

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**Authors: AURA Human Resources for NSF Centers and Members of  
Hybrid Workplace and Remote Working Group**

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## Executive Summary

AURA supports and encourages the exploration of flexible working arrangements for its employees, where appropriate. AURA recognizes the importance of supporting its employees' balance of their work and home life by offering flexible working arrangements. In turn, it recognizes that staffing levels and working arrangements must, at all times, remain in line with the demands of the observatory. In support of the above, AURA provides the following guidance for supervisors and employees to enter into a written Hybrid Workplace or Remote Working Agreement. Hybrid/remote working is not an entitlement; both the employee and the supervisor must agree on the benefits of remote or hybrid working for any given position.

### 1. Guidelines

This section defines the guidelines for all hybrid/remote working arrangements.

These Guidelines are designed to supplement AURA Policy Section I, 3 (Employment and Re-assignment–flexible working arrangements) and are for U.S. based employees and Expats.

- **Hybrid Working** is an arrangement where employees may perform their regular job responsibilities at an alternative worksite (e.g., home) for a portion of their scheduled work week. Hybrid Working is a privilege; it is neither a benefit nor an entitlement.

An employee that enters into a Hybrid Workplace arrangement may not be able to retain a designated private workspace at an AURA/Center site. The availability of office space will determine whether a hybrid worker is able to retain personal office space.

Hybrid Workplace Agreements must be approved by the employee's supervisor and may require further approval by the Center Director or designee.

- **Remote working** is an arrangement where employees perform their regular job responsibilities in a location that is not an AURA/Center office. The employee's work would be performed at the remote location for 100% of their scheduled work week. Remote working is a privilege; it is neither a benefit nor an entitlement.

Remote working will be considered where AURA needs to employ specialized skills or knowledge, or where AURA is involved in significant collaborations with other institutions, and remote working is a means to facilitate these circumstances.

Remote working may also be considered at the request of an employee whose responsibilities may be successfully performed in a remote situation.



Remote working arrangements must be approved in advance by the Center Director (i.e. NSO/NOIRLab) or designee, in consultation with Human Resources.

Any employee currently on a work visa must discuss potential visa implications with Human Resources prior to proceeding with a Remote Working Agreement request.

AURA is able to employ staff only in states within the USA where it is registered to perform business.

Successful hybrid/remote working arrangements require that job performance be judged against well-defined deliverables or results. Although many positions can be performed successfully in a hybrid/remote working arrangement, the ideal job is one that is task, transaction or technically oriented and does not require a full-time physical presence.

Both the employee and the supervisor must agree on the benefits of hybrid working/remote working for any given position, taking into account the needs of the employee's customers, the nature of the position's responsibilities, the affected work group, and the employee's past and present levels of performance.

When a new or replacement position is being posted for recruitment, prior to the posting a determination should be made on the suitability of remote or hybrid work.

## **1.1 Hybrid Workplace Agreement**

A Hybrid Workplace Agreement will be established for an initial trial period, not to exceed six-months, and may be terminated at any time by either the employee or the supervisor. At the end of the successful trial period, a longer-term agreement may be established, which will be reviewed annually as part of the performance review. A blank copy of the Hybrid Workplace Agreement is attached to these Guidelines and Procedures as Exhibit A.

The agreement may also be reviewed at the supervisor's discretion. A review may also be necessary whenever the employee's role/work assignments or program/observatory needs necessitates change.

A fully executed Hybrid Workplace Agreement should be submitted to HR and will be retained in the employee's personnel file.

## **1.2 Remote Working Agreement**

A Remote Working Agreement will be established and remain in effect for the duration of the employee's employment unless terminated due to business need or employee performance. A blank copy of the Remote Working Agreement is attached to these Guidelines and Procedures as Exhibit B.

The agreement may also be reviewed at the supervisor's discretion. A review may also be necessary whenever the employee's role/work assignments or program/observatory needs require change. The remote



agreement may be terminated at any time by either the employee or supervisor.

A fully executed Remote Working Agreement should be submitted to HR and will be retained in the employee's personnel file.

### **1.3 Conditions of Employment**

Hybrid working/remote working does not change the fundamental terms and conditions of employment with AURA. Work policies, procedures and standards while hybrid working/remote working are not reduced; that is, the manager should detect no degradation in the quality or quantity of work received from the hybrid working/remote working location. Furthermore, the hybrid/remote workers should not expect their colleagues to develop work arounds to accommodate their schedule.

In accordance with AURA Policy, all benefits and conditions of employment remain the same. All time reporting procedures, notices of leave of absence, and other standards that apply to work performed at the primary location will apply to work performed at the remote office.

Hybrid/remote workers must have regularly scheduled work hours that they and their supervisors have agreed to. The work schedule can parallel that of the office or be set to accommodate activities at the hybrid/remote working location. However, there must be an agreed period when hybrid/remote working hours' overlap those of the on-site office staff to accommodate needs of the work group.

It is suggested that the hybrid/remote working day overlap the core business day, defined as 10:00 a.m. to 3:00 p.m. (local observatory time), but can be negotiated to meet the needs of the hybrid/remote worker and their work unit.

Although experience indicates that a consistent hybrid/remote working schedule is most effective, hybrid/remote workers must be flexible to accommodate schedule changes when necessary (e.g., to provide coverage for colleagues or attend face-to-face meetings). The supervisor must approve substantive deviations to the agreed upon work schedule. Hybrid/remote working should generally be transparent to co-workers. On-site employees must be able to contact the hybrid/remote worker during the agreed-upon business hours, regardless of the work location. For most hybrid/remote working situations, this means the hybrid/remote worker must be available by telephone, e-mail, instant messaging, or other tools specified by AURA for telecommunications.

Performance and productivity are measured against goals established annually for the appraisal period, including satisfactory completion of assigned duties and tasks and all other requirements as outlined in the employee's job description.

While working offsite, employees remain obligated to comply with all AURA/Center rules, policies, procedures, processes, instructions, standards and practices that would apply if an employee were working at the AURA/Center Worksite, including but not limited to policies and procedures related to human resources, internal and external communications, information technology and security, safety, intellectual property and the completion of any required training.

### **1.4 Safety**

For workers' compensation purposes, all Hybrid Workplace and Remote Working Agreements will



designate and describe the rooms within employee's home or within the remote work location where hybrid/remote working will take place. This will be designated as the Hybrid or Remote Work Location. Subject to applicable legislation, hybrid/remote workers are covered by Workers' Compensation for injuries sustained in the hybrid/remote work location while in the course of performing their job duties. Hybrid/remote workers are expected to inform their supervisor immediately of any work-related injury. If the hybrid/remote worker makes a workers' compensation claim, the employee agrees to cooperate during an accident investigation that may include representatives from AURA's workers' compensation carrier and AURA HR and safety personnel physically (in person) entering the employee's remote office.

Employees are expected to establish and maintain a safe, healthy, and hazard-free environment for hybrid/remote work activities. A set of safety requirements is included in Section 4 of the Hybrid Workplace and Remote Working Agreements attached to these Guidelines and Procedures. An employee's signature on a Hybrid Workplace or Remote Working Agreement confirms that the hybrid or remote work location meets all safety requirements and is safe from conditions that could pose a hazard to health and safety or danger to equipment.

The employee remains liable for injuries to third parties and/or members of the employee's family on employee's premises.

## **1.5 Equipment & Expenses**

The employee and their supervisor will determine the minimum equipment (including furniture) and software necessary for employee to complete assignments from the hybrid/remote work location in a timely, efficient, and professional manner. Any equipment provided by AURA/Center must be properly inventoried and listed in the Hybrid Workplace or Remote Working Agreement, and the Hybrid Workplace or Remote Working Agreement must be kept updated if equipment is returned or if new equipment is assigned. As all hybrid work is voluntary, the employee is responsible for the cost of duplicate office equipment such as monitors, docking stations, keyboards, and chairs. The employee is also responsible for the cost of the internet service and cell phone. If the remote work is voluntary, the employee will work with the manager on office equipment requirements. The employee is responsible for the cost of internet service and cell phone.

If the remote work is required by AURA, office expenditures will be evaluated against state requirements and allowability.

The employee is responsible for ensuring that all items are properly used. Employee must take reasonable steps to protect any AURA-owned property from theft, damage, or misuse. This includes maintaining data security and record confidentiality to at least the same standard as when working at the AURA/Center Worksite.

AURA/Center will maintain all equipment owned by AURA, including equipment that is located at the hybrid/remote work location. Centers have sole discretion to determine whether to provide on-site support. Employees will not perform maintenance or repairs on AURA-owned equipment without prior, written approval. Employees will be responsible for all costs of maintenance and repair of employee-owned equipment.

AURA assumes no responsibility for any damage to, wear of, or loss of employee's personal property.

Hybrid and remote work in most cases is voluntary. As such, employees will be responsible for ongoing operating costs, such as telephone service fees, internet fees, utility costs, homeowner's or renter's insurance associated with hybrid/remote working.

If the remote work is required by AURA, office expenditures will be evaluated against state requirements



and allowability.

The employee must return, in good working order and in a timely fashion, all AURA-owned items used at the hybrid/remote work location upon request or if the Hybrid Workplace or Remote Working Agreement is discontinued for any reason.

Reasonable office supplies that are required to perform tasks from a remote location should be procured through the regular office supply channels.

## **1.6 Information Technology**

AURA/Center may provide mobile computing equipment and software for both office and remote use. AURA provides support for remote access including technologies that ensure encrypted and secure connection over the internet. All required security protocols must be adhered to. Hybrid/remote workers may be responsible for supplying any additional equipment and software required for the home or remote office. Any equipment, peripherals, or software provided for hybrid/remote working purposes must be returned immediately to AURA upon termination of the Hybrid Workplace or Remote Working Agreement.

## **1.7 Intellectual Property**

Products, records, documents, inventions and discoveries made while hybrid/remote working are the property of AURA. The employee is expected to comply with the terms of the Inventions and Proprietary Information Agreement, regardless of the work location or whether work was performed on equipment owned by AURA or the employee.

## **1.8 Travel**

Hybrid working employees will not be paid for time or mileage involved in travel between the hybrid work site and the primary work site. Travel from a hybrid work site to an official business event or activity not held at the primary work site (i.e. meetings, workshops, classes, etc.) may be reimbursed. Reimbursement costs will be estimated from the hybrid work site and the primary work site. The lesser amount of mileage or travel cost will be used for reimbursement. A Travel Request must be submitted and approved, prior to the start of travel, and the travel must comply with the AURA Travel Expense Reimbursement policy.

The remote worker may be reimbursed for travel costs when the remote location is not commutable to the AURA Center. A Travel Request must be submitted and approved, prior to the start of travel, and the travel must comply with the AURA Travel Expense Reimbursement Policy.

## **2. Approval Procedure**

Hybrid/Remote Working is a serious commitment that requires investment - for both the hybrid/remote worker and AURA. Formal processes and procedures are in place to ensure that well-informed decisions result in successful, mutually beneficial arrangements.

To become a hybrid/remote worker at AURA, a current employee must do the following:





1. Initiate a discussion with their supervisor to determine if they and their job are good candidates for hybrid/remote working. It is recommended that the Manager Guide and Hybrid Workplace and Remote Working Checklist are utilized in the discussion. A copy of the Manager Guide is attached to these Guidelines and Procedures as Exhibit C. A copy of the Hybrid Workplace and Remote Working Checklist is attached as Exhibit D.
2. For hybrid working, the Center has sole discretion to require approvals beyond that of the employee's supervisor. For remote working, approval from the Center Director or designee is required.
3. Carefully review the Hybrid Workplace and Remote Working Guidelines and Procedures.
4. Review the Hybrid Workplace or Remote Working Agreement, including the safety requirements in Section 4 and any other standards that may, from time to time, become required for the remote office.
5. Complete the Hybrid Workplace or Remote Working Agreement and obtain supervisor approval.
6. Set up employee's remote office, including work collaboration and communication tools. Communicate schedule and communication/collaboration tools to AURA/Center colleagues.

Should a supervisor consider denying a request for remote/hybrid working, they should contact Human Resources. The employee may escalate the request to the next-level manager and/or Human Resources.

### 3. Responsibilities

AURA, its Centers, supervisors and employees all share the responsibility for successful hybrid/remote working arrangements.

The division of AURA which employs the employee is responsible for providing the infrastructure that allows a flexible workplace. Specifically, it is responsible for:

- Providing the infrastructure (secure network, flexible communication and collaboration systems) to enable successful remote working
- Providing the necessary hardware, software, office supplies, and manager-approved accessories to accomplish an effective remote working environment.

The *hybrid/remote worker* is responsible for:

- Maintaining effective work relationships with supervisor, all team members and managers.
- Setting up a remote office space that meets safety requirements; any costs associated with initial setup (remodeling, wiring, etc.), as well as ongoing maintenance, are the hybrid/remote worker's responsibility.
- Providing work status reports as requested by supervisor.
- Utilizing telecommunication and collaboration tools to facilitate work interactions.
- Complying with all applicable AURA policies, Center processes and procedures, and all legal requirements and regulations.
- Establishing and maintaining a safe, healthy, and hazard-free environment for hybrid/remote work activities.
- Requesting to the supervisor changes to the hybrid/remote agreement.



The **supervisor** is responsible for:

- Ensuring the hybrid/remote employee completes and signs the required Hybrid Workplace or Remote Working Agreements. The fully executed agreements are kept on file with AURA HR.
- In coordination with AURA HR, tracking the expiration date of active agreements and prepare renewals or terminations of agreements, as required.
- Maintaining effective work relationships with hybrid/remote worker.
- Ensuring that hybrid/remote working arrangements do not interfere with the productivity of the hybrid/remote worker or the work unit.
- For any request that is denied, the supervisor is responsible for contacting Human Resources before providing the employee with an explanation. The supervisor should refer the employee to the next level supervisor and/or Human Resources should they wish to escalate the decision.
- Updating any changes to the hybrid/remote agreement and obtaining any approvals as applicable.

The **Human Resources Department** is responsible for:

- Maintaining complete documentation of all fully executed Hybrid Workplace and Remote Working Agreements as well as tracking the agreement expiration dates.
- Reviewing and maintaining documentation of denials.

Attachments:

Exhibit A: Hybrid Workplace Agreement

Exhibit B: Remote Working Agreement

Exhibit C: Manager Guide

Exhibit D: Hybrid Workplace and Remote Working Checklist