

# Classified and Classified Management Telecommuting Guidelines and Process

Dear Management Team,

We have continuously explored the topic of staff telecommuting at several of our recent **President's Cabinet** (PC) meetings. In the past, we have discussed the advantages and disadvantages of revising and re-introducing the process, and have considered different opinions and perspectives. There are many sides to this topic. During these conversations, the decision to continue a telecommuting option was made thoughtfully and was not taken lightly.

We have decided to continue this option as we believe with the current structure and associated management support in place that the District and a limited group of staff will derive benefit of this option. Attached, you will find clear guidelines and structure to this process.

Along with the Telecommuting Agreement and Telecommuting Guidelines, it may be helpful to consider the following:

1. Telecommuting is a privilege and not an entitlement. There are seven questions an employee requesting to telecommute must answer to your satisfaction (they are listed in the Telecommuting Guidelines). Your agreement should not be automatic.
2. Not all classifications lend themselves to working remotely; in fact, most of our classifications do not.
3. Conditions may change along the way. The telecommuting agreement you create may be revisited at any time you feel it is not an effective or sufficiently productive working arrangement. **For example, you may have another team member on vacation, a planned or unplanned leave of absence, or staffing change due to resignation or retirement. All of these factors create workload issues to others in your area of responsibility and could mean the end of the telecommuting agreement for the time being.**
4. Agreeing to a telecommuting arrangement is not a solution for a difficult unit member. Because telecommuting is a privilege, the unit member will be productive and efficient, will be available during **the District's** normal working hours, has demonstrated the ability to perform well with minimal supervision, and values the need for flexibility. The employee requesting to telecommute may have to alter their schedule on short notice from time to time to meet an unexpected on-campus need.
5. This option is only available to permanent staff who have completed their

probationary period in their current classification. In addition, the unit member's most recent evaluation must equal or exceed "meets expectations"/satisfactory performance.

6. This process is **not** intended for those occasional situations or occasional projects when the manager may agree to allow a staff member to work from home. This process is unrelated to requests for flexible work schedules. This process is to establish a formal agreement with a defined schedule, assuming the seven questions are answered to your satisfaction.

The decision to approve or deny a telecommuting agreement is made by the supervisor of the staff member making the request. Human Resources will review telecommuting agreement submissions for compliance and will retain a copy of the signed agreement. The agreement must be renewed annually. Any changes made during the year, must be submitted to Human Resources for compliance review.

## TELECOMMUTING GUIDELINES

*Note: The Telecommuting Guidelines and the Telecommuting Agreement refer to employee as this process will be applied to classified bargaining unit members and classified managers interested in Telecommuting.*

Telecommuting agreements are at the sole discretion of the District and are voluntary agreements between the employee and the manager/supervisor. For a variety of reasons, the District shares an interest in supporting requests from employees interested in telecommuting. It is viable to consider requests to telecommute for some positions. Not all positions lend themselves to working remotely.

### **A. Rationale for telecommuting requests may include the following:**

1. To reduce the impact on parking and traffic coming and going from campus.
2. To increase efficient utilization of office space and campus infrastructure resources.

To provide the opportunity for employees needing uninterrupted time to accomplish job-related tasks.

To address a medical condition requiring an accommodation identified through the Interactive Process.

### **The employee agrees to the following:**

1. Telecommuting will not exceed three (3) days per week. Telecommuting on Mondays and Fridays is strongly discouraged.
2. Job responsibilities will be fulfilled off campus as they would be if the employee were working on campus.
3. Job performance will not be impaired as a result of remote status.
4. Working remotely won't adversely affect others in terms of workload, assignments or collaboration.
5. All who are telecommuting from a single work group cannot be working remotely on same day of the week.
6. Normal involvement with the college will be maintained (i.e., committee participation, meeting attendance).
7. Must be accessible by phone during regular scheduled work hours and be prompt and responsive to campus contact (will respond within 30 minutes).
8. The needs and requirements of the college take priority should a conflict in scheduling occur (adjustments in telecommuting schedule may be required occasionally).

Prior to completing a request to telecommute, the employee must respond to the following questions and discuss the request with the employee's supervisor. Once agreement is reached between the employee and the supervisor, the employee must complete the Telecommuting Agreement form and submit a signed copy of this form to Human Resources for compliance review.

**Respond to these questions and discuss your request with your supervisor:**

1. Describe your specific request to telecommute. Which criteria do you meet to be eligible for telecommuting (see above)? What telecommuting schedule are you requesting for consideration? If you are requesting to telecommute on a Monday or Friday, please provide justification.
2. How will you perform the essential functions of your position while working remotely?
3. What steps need to be taken to ensure your co-workers won't be adversely affected by working remotely during a portion of the week?
4. Are there other members of your work group currently telecommuting whose schedules need to be considered as part of your request?
5. How will your ongoing campus involvement be maintained (i.e. committee participation, meeting attendance)?
6. Are there any equipment requirements that need to be addressed in order for you to work remotely?
7. Is there any additional information which is important for your supervisor or Human Resources to know about your request to telecommute?

## **Classified and Classified Management Telecommuting Agreement**

Telecommuting agreements are approved at the sole discretion of the District and are voluntary agreements between the employee and the manager/supervisor. I \_\_\_\_\_ (employee name) request to telecommute. This agreement begins on \_\_\_\_\_ and may continue until \_\_\_\_\_ (not to exceed 12 months), at which time the agreement must be reviewed for renewal. Continuing to telecommute is contingent upon sustaining acceptable performance standards as determined by the supervisor. The supervisor will perform a periodic review of the employee's performance and productivity. Either party may discontinue the agreement at any time within (10) days written notice and without adverse repercussions.

- Telecommuting day(s) will be (please circle): M T W TH F Sa Su  
(not to exceed 3 days per week).
- On campus days will be (please circle): M T W TH F Sa Su
- When telecommuting, the employee agrees to work and must be available during the assigned hours of \_\_\_\_\_.

Schedule changes initiated by an employee must be approved in advance by the supervisor. The duties, obligations, responsibilities and conditions of the telecommuters' employment with the District remain unchanged. The telecommuting unit member salary, retirement, vacation and sick leave benefits, and insurance coverage shall remain the same.

1. Agreement to allow the employee to telecommute shall not cause the District to incur any related costs.
2. Work hours, overtime compensation, use of sick leave, and approval for use of vacation and compensatory time will conform to District policies and procedures, departmental guidelines, and/or to the appropriate collective bargaining agreement, and to the terms otherwise agreed upon by the employee and the supervisor.
3. Overtime to be worked must be approved in advance by the supervisor.
4. It is not allowable for employees to care for dependents while telecommuting.
5. If applicable, the employee must make appropriate dependent care arrangements during telecommuting periods.
6. The employee agrees to maintain a safe and ergonomically sound work environment, to report work-related injuries to the supervisor and Risk Management at the earliest opportunity, and to hold the District harmless for injury to others at the telecommuting location.
7. The employee agrees to allow an authorized District representative to inspect the home office as needed.
8. The employee agrees to provide a secure location for District equipment and materials, and will not use, or allow others to use, such equipment for purposes other than District business. All equipment, records, and materials provided by District shall remain District property. The employee agrees to allow the District reasonable access to its equipment

and materials.

9. The employee agrees not to use their personal vehicle for District business unless specifically authorized by the supervisor.
10. The employee agrees to return District equipment, records, and materials within five (5) days of termination of this agreement. All District equipment will be returned to the campus by the employee for inspection, repair, replacement, or repossession within five (5) days written notice.
11. The unit member will implement best practices for effective information technology security in the home office setting, and will check with their supervisor when security matters are an issue.

Management retains the right to modify this Agreement on a temporary basis as a result of business necessity (for example, the unit member may be required to come to campus on a day usually scheduled as a telecommuting day), or as a result of a unit member request approved by the supervisor. The unit member understands they are responsible for tax and insurance consequences, if any, of this telecommuting arrangement, and for conforming to any local zoning regulations. This Agreement will be reviewed annually.

I have read this Telecommuting Agreement and agree to its terms.

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<b>Unit Member Name</b>	<b>Unit Member Signature</b>	<b>Date</b>
<hr/>	<hr/>	<hr/>
<b>Supervisor Name</b>	<b>Supervisor Signature</b>	<b>Date</b>
<hr/>	<hr/>	<hr/>
<b>Dean/Director Name</b>	<b>Dean/Director Signature</b>	<b>Date</b>
<hr/>	<hr/>	<hr/>
<b>Area VP Name</b>	<b>Area VP Signature</b>	<b>Date</b>
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<b>VPHR Name</b>	<b>VPHR Signature</b>	<b>Date</b>

CC: Human Resources

Revised: July 2014, September 2018, April 2019