

# NORTHEAST COMMUNITY COLLEGE

ADMINISTRATIVE PROCEDURE NUMBER: AP-7222.1

FOR POLICY NUMBER: BP-7222

## TELECOMMUTING

### 1. PROCEDURE SUMMARY STATEMENT

To establish protocol for telecommuting for employees.

### 2. DEFINITIONS

2.1 Telecommuting – a work arrangement in which some or all of the work is performed at an off-campus work site, such as the employee’s home.

### 3. PROCEDURE

#### 3.1 General

3.1.1 Telecommuting allows employees to work at home, on the road or in a satellite location for all or part of their workweek. Northeast Community College considers telecommuting to be a viable, flexible work option when both the employee and the job tasks are suited to such an arrangement. Telecommuting may be appropriate for some employees and jobs, but not for others. Telecommuting is not an entitlement, it is not a college-wide benefit, and it does not change the terms and conditions of employment with the College.

3.1.2 Telecommuting can be informal, such as working from home on a short-term project or on the road, during business travel. Telecommuting can also be a formal, set schedule of working away from the office. An employee can suggest telecommuting as a possible work arrangement. Supervisors can require telecommuting as a work arrangement.

3.1.3 Any telecommuting arrangement must be in the best interests of the College. Telecommuting may be discontinued at the discretion of the immediate supervisor. Every effort will be made to provide thirty (30) days’ notice of such change to accommodate commuting, dependent care and other issues that may arise from the termination of a telecommuting arrangement.

#### 3.2 Eligibility

3.2.1 Employees requesting formal telecommuting arrangements must be employed with the College for a minimum of three (3) months of continuous, regular employment and must have a satisfactory performance record. This requirement

can be waived by the immediate supervisor in consultation with the Associate Vice President of Human Resources.

- 3.2.2 Before entering into any telecommuting agreement, the employee and immediate supervisor and Divisional Vice President, with the assistance of the Human Resource Office, will evaluate the suitability of such an arrangement, reviewing the following areas:
- 3.2.2.1 Employee suitability. The employee and their immediate supervisor will assess the needs and work habits of the employee, compared to traits customarily recognized as appropriate for successful telecommuters.
  - 3.2.2.2 Job responsibilities. The employee and their immediate supervisor will discuss the job responsibilities and determine if the nature of the work is appropriate for a telecommuting arrangement.
  - 3.2.2.3 Equipment needs, workspace design considerations and scheduling issues. The employee and their immediate supervisor will review the physical workspace needs and the appropriate location for the telework.
  - 3.2.2.4 Tax and other legal implications. The employee must determine any tax or legal implications under IRS, state and local government laws, and/or restrictions of working out of a home-based office. Responsibility for fulfilling all obligations in this area rests solely with the employee.
- 3.2.3 If the immediate supervisor, the Divisional Vice President, and the Associate Vice President of Human Resources agree that a telecommuting arrangement is in the best interest of the College, a telecommuting agreement will be prepared and signed by all the parties, and a three (3)-month trial period will commence. The College holds the finalization of the agreement.
- 3.2.4 The focus of the telecommuting arrangement must be on results. Prior to the commencement of the telecommuting arrangement, the immediate supervisor must communicate to the employee what assignments or tasks are appropriate to be performed at the telecommuting site, and what assessment techniques will be utilized to measure success in meeting performance standards. The telecommuting agreement must include:
- 3.2.4.1 Days and hours the employee is expected to be working in the office.
  - 3.2.4.2 Days and hours the employee is expected to be working and reachable at the telecommuting site.
  - 3.2.4.3 Methods of contact (phone, voicemail, email, fax, text messaging, virtual meetings, etc.)
  - 3.2.4.4 Times and frequency of contact by employee and by immediate supervisor.

- 3.2.4.5 Who pays for on-going expenses, in accordance with AP-6164.0 College Travel Reimbursement and Business Expense.
  - 3.2.4.6 A statement that the employee agrees to maintain a safe work environment, and that the employee agrees to hold the College harmless for injury to others at the telecommuting location.
  - 3.2.4.7 A statement that the employee agrees to provide a secure location for College-owned equipment and materials, and will not use, or allow others to use, such equipment for purposes other than the College's business; and, that the College is entitled to reasonable access to its equipment and materials.
  - 3.2.4.8 A statement that management retains the right to require employee attendance on campus to meet business necessity (for example, required team meetings, in-service, etc.)
  - 3.2.4.9 The agreement will be signed and dated by the employee, immediate supervisor, the Divisional Vice President and the Associate Vice President of Human Resources. A copy will be given to the employee; the original will be maintained in the employee's electronic personnel file.
- 3.2.5 Evaluation of telecommuter performance during the trial period will include regular interaction by phone and email between the employee and the immediate supervisor, and weekly face-to-face or virtual meetings to discuss work progress and issues. At the end of the trial period, the employee and immediate supervisor will each complete an evaluation of the arrangement and make recommendations for continuance or modifications. Evaluation of telecommuter performance beyond the trial period will be consistent with that received by employees working in a college office in both content and frequency. Telecommuter performance will focus on work output and completion of objectives rather than on time-based performance.
- 3.2.6 An appropriate level of communication between the telecommuter and immediate supervisor will be agreed to as part of the discussion process. Communication will be more formal during the trial period. After conclusion of the trial period, the immediate supervisor and the telecommuter will communicate at a level consistent with employees working in a college office or in a manner and frequency that is appropriate for the job tasks and the individuals involved.

### 3.3 Equipment

- 3.3.1 On a case-by-case basis, the College will determine, with information supplied by the employee and the immediate supervisor, the appropriate equipment needs (including hardware, software, modems, phone and data lines and other office

equipment) for each telecommuting arrangement. The Human Resource Office and the Technology Services Division will serve as resources in this matter. In the event equipment is required for ADA-related accommodations, the College will include those needs on the agreement in accordance to administrative procedure AP-7050.0 Disabilities and Accommodations Concerning Employment. Equipment supplied by the College will be maintained by the College. Equipment supplied by the employee, if deemed appropriate by the College, will be maintained by the employee. The College accepts no responsibility for damage or repairs to employee-owned equipment. The College reserves the right to make determinations as to appropriate equipment, subject to change at any time. Equipment supplied by the College is to be used for business purposes only. The telecommuter must sign an inventory of all College-owned property received and agree to take appropriate action to protect the items from damage or theft. Upon termination of employment, all College property will be returned to the College.

- 3.3.2 The College will supply the employee with appropriate office supplies (pens, paper, etc.) as deemed necessary. The College may reimburse the employee for business-related expenses that are reasonably incurred in carrying out the employee's job.
- 3.3.3 The employee will establish an appropriate work environment within their home for work purposes. The College will not be responsible for costs associated with the setup of the employee's home office, remodeling of the home office, furniture or lighting, nor repairs to the home office space.

#### 3.4 Security

- 3.4.1 Consistent with the College's expectations of information security for employees working at the office, telecommuting employees will be expected to ensure the protection of proprietary college and customer information accessible from their home office. Steps include the use of locked file cabinets and desks, regular password maintenance, and any other measures appropriate for the job and the environment.

#### 3.5 Safety

- 3.5.1 Employees are expected to maintain their home workspace in a safe manner, free from safety hazards. The College will provide each telecommuter with a safety checklist that must be completed at least twice per year. The safety checklists will be kept on file in the HR Office. Injuries sustained by the employee in a home office location and in conjunction with their regular work duties are normally covered by the College's workers' compensation policy and procedures. Telecommuting employees are responsible for notifying the employer of such injuries as soon as practicable. The employee is liable for any injuries sustained by visitors to their home worksite.
- 3.5.2 Telecommuting is not designed to be a replacement for appropriate dependent care. Although an individual employee's schedule may be modified to

accommodate dependent care needs, the focus of the arrangement must remain on job performance and meeting business demands. Prospective telecommuters are encouraged to discuss expectations of telecommuting with family members prior to entering a trial period.

### 3.6 Time Worked

3.6.1 Telecommuting employees who are not exempt from the overtime requirements of the Fair Labor Standards Act will be required to accurately record all hours worked using the College's time-keeping system. Hours worked in excess of those scheduled per day and per workweek, require the advance approval of the telecommuter's immediate supervisor. Failure to comply with this requirement may result in the immediate termination of the telecommuting agreement and/or progressive disciplinary action up to or including, termination of employment.

3.6.2 Non-exempt employees who have permanent telecommuting agreements in place for intermittent or full-time work, are not eligible for the overtime pay rate when performing work during college-closed days for inclement weather.

### 3.7 Ad Hoc Arrangements

3.7.1 Temporary telecommuting arrangements may be approved for circumstances such as emergency-related circumstances, inclement weather, special projects or business travel. These arrangements are approved on an as-needed basis only, with no expectation of ongoing continuance.

3.7.2 Other informal, short-term arrangements may be made for employees on family or medical leave to the extent practical for the employee and the organization and with the consent of the employee's health care provider, as appropriate.

3.7.3 All informal telecommuting arrangements are made on a case-by-case basis, focusing first on the mission of the College.

### 3.8 Retribution/Retaliation

3.8.1 A person who believes they have been or are being subjected to retribution or retaliation should immediately notify the Associate Vice President of Human Resources or their designee.

## 4. APPLICABILITY

N/A

**ISSUE DATE:** 02/16/2022

**EFFECTIVE DATE:** 02/16/2022

**REVISION DATE(S):** 07/01/2020; 08/25/2020; 02/16/2022

**PRIOR POLICY/PROCEDURE NUMBER:** N/A

**SCHEDULE FOR REVIEW:** 2027

**DIVISIONS/DEPARTMENT RESPONSIBLE FOR REVIEW & UPDATE:** Human Resources

**SPONSORING DIVISION/DEPARTMENT:** Human Resources

**RELATED PROCEDURES/ REFERENCE:** AP-6164.0; AP-6591.0; AP-7222.0

**PROCEDURE KEY WORDS:** Telecommuting; Work Schedule