# 1500.510 TELEWORKING pROCEDURE

To the extent that this procedure addresses terms or provisions covered under collective bargaining agreements for represented employees, the terms of the collective bargaining agreement will control for those represented classified employees.

A teleworking arrangement allows eligible employees to perform some or all of their work tasks at an off-campus worksite. Teleworking is intended to ensure a continued high level of service and support to the college and its constituents. This procedure is established to fulfill the requirements of the accompanying teleworking policy by providing guidance to employees and supervisors regarding teleworking.

## A. ELIGIBILITY

Classified, exempt and hourly employees are eligible to apply to become teleworkers.

Typically, teleworking relationships will not be established during an employee’s probationary or trial service period.

## B. REQUEST

Employees who desire to work from a worksite other than their primary workplace need to complete a teleworking request form and submit it to their supervisor.

### 1. A teleworking arrangement may be established through mutual agreement between a supervisor and an employee or may be required by the employer due to the nature of the position.

### 2. Each teleworking schedule needs to allow adequate time at the primary worksite for meetings, access to facilities, supplies, and communication with other employees and customers.

### 3. The supervisor will consider an employee request to telework in relation to the operational and customer needs of the department and the standards as outlined under Section C below.

### 4. The supervisor shall generally respond to a teleworking request within 30 calendar days. All requests are subject to approval by the supervisor and appropriate cabinet-level administrator.

## C. STANDARDS

The college recognizes that not all positions or individuals are suitable for teleworking. Teleworking standards require that the position and type of work, employee characteristics and the alternative worksite meet the following standards:

### 1. Position and Type of Work

#### a. The position does not require daily face-to-face supervision or daily interactions with customers, clients, students, members of the public or co-workers.

#### b. The position has results oriented work performance objectives with identifiable measures of productivity, or the position has administrative duties suitable for completion at an alternate work location.

#### c. The need for specialized material or equipment must be either minimal or flexible.

#### d. The worker generally works alone.

### 2. Employee Characteristics

#### a. The employee has demonstrated ability to be self-directed, self-motivated, independent, focused and well organized.

#### b. The employee demonstrates effective communication skills.

#### c. The employee demonstrates strong job knowledge.

#### d. The employee has a record of satisfactory or better job performance and satisfactory employee evaluations.

#### e. The employee has a history of dependability and demonstrates strong work ethic.

### 3. Alternate Worksite

#### a. The alternate worksite is free from distractions that compete with job duties.

#### b. The alternate worksite allows for confidentiality of college information.

#### c. The employee-owned technology (computer, phone, internet connection, fax. etc.) meets or exceeds the requirement of the position.

#### d. The alternative worksite is a suitable work environment free of apparent potential injury hazards.

## D. TERMS OF EMPLOYMENT

Teleworking arrangements do not change salaries, benefits, job responsibilities, leave policies or other basic terms of employment.

## E. WORK PERFORMANCE AND OVERTIME

The performance standards for employees working at the alternate worksites shall be equivalent to the standards used when the employees are working at the campus worksite.

The employee and supervisor have a mutual understanding of the tasks or scope of work to be completed at the alternate worksite, the timeframes for completion, and how work will be reviewed, reported, evaluated and/or measured.

Employees in positions that are designated as eligible for overtime must have advance approval from the supervisor for overtime work.

## F. METHODS OF COMMUNICATION/EXPECTATIONS FOR AVAILABILITY

The employee and supervisor determine how communication between the teleworker and the worksite will be handled.

Prescheduled times (core hours) may be established for the teleworker to be available at the alternate worksite so that colleagues and clients can interact with the employee.

The supervisor or other college officials may make worksite visits or assessments during mutually agreed upon times.

The teleworking employee is expected to remain flexible to respond to business requirements, which may include attending job-related meetings, conferences, or training sessions, as requested by their supervisor. In addition, the teleworker may be required to work at the on campus worksite during a normal teleworking day.

## G. SAFETY AND ERGONOMICS

The employee is responsible for maintaining the alternate worksite in a manner free from health or safety hazards. The supervisor, designee, or college safety official may make worksite visits or assessments during mutually agreed upon times.

The employee is responsible for notifying the supervisor or manager immediately regarding any safety or ergonomic concerns at the alternate worksite. Health or safety hazards at the alternate worksite may result in immediate suspension of the telework arrangement.

## H. WORKERS' COMPENSATION

Teleworking employees are covered by workers' compensation for job-related injuries that occur in the course and scope of employment. When the alternate worksite is in the employee’s home, workers' compensation does not apply to non-job related injuries that occur in the home. In addition, the college is not liable for any injuries to family members, visitors and others in the employee's home.

Employees who work out of state or out of the country in one location for more than 30 days need workers' compensation coverage specific to that location. Contact the human resources office for information regarding coverage.

## I. LIABILITY

The college accepts no responsibility whatsoever for the safety, security or suitability of any alternative worksite. The college also accepts no responsibility for the personal property of any employee.

## J. EQUIPMENT, INCLUDING COMPUTER HARDWARE AND SOFTWARE

Equipment required for each teleworking arrangement will be identified and determined on a case-by-case basis.

In most cases, the employee will be required to supply all necessary equipment for teleworking, including a computer, Internet access, and required software, and to maintain the required equipment in good working order during the time the equipment is in use for the teleworking arrangement.

On occasion, the college may supply non-standard equipment or software required for teleworking. If the college supplies equipment, the college is responsible for equipment maintenance and will supply required software for computer equipment. The employee will be required to return the equipment for maintenance and repairs. The employee assumes responsibility for the loss of college equipment and any damage resulting from negligent use or handling. Any equipment supplied by the college must be returned to the college upon termination of the teleworking arrangement. Use of college provided equipment is for approved purposes only and must comply with the college’s use policies and [Washington state ethics laws](https://apps.leg.wa.gov/RCW/default.aspx?cite=42.52&full=true).

## K. SECURITY/CONFIDENTIALITY

College information and data that are stored at the alternative worksite should be kept in a secure area. For work that has security/confidentiality issues, passwords for computer access must be established. Employees will take all precautions necessary to secure proprietary information and prevent unauthorized access to any college system from the alternate worksite.

## L. INVENTIONS AND COPYRIGHTS

In the absence of a formal written agreement to the contrary, any copyrights arising from the work of the employee, even those performed while teleworking, are the property of the college.

## M. MAINTENANCE/UTILITIES

If the employee is working from his or her home, the college is not responsible for the cost of utilities or home maintenance. Likewise, the college is not responsible for the cost of maintenance associated with an employee's personal equipment used for teleworking.

## N. TAX IMPLICATIONS

Employees are responsible for addressing and resolving any questions about the employee's ability to deduct expenses related to teleworking.

## O. AGREEMENT

The following steps outline the teleworking agreement process:

### 1. Employee and supervisor discuss the possibility of teleworking for the employee.

### 2. Employee completes the college’s teleworking request form to document the viability of the request.

### 3. If teleworking is determined to be feasible, a teleworking agreement form is completed by the employee and their supervisor.

### 4. The properly completed forms are sent to the department’s cabinet-level administrator for additional review and approval.

### 5. If the proposal is not approved, the employee will be notified by their supervisor.

### 6. If the proposal is approved by all parties, a copy of the agreement is given to the employee and the original is sent to human resources for filing in the employee’s personnel file.

### 7. The approved teleworking agreement is implemented.

### 8. The teleworking agreement is reviewed before its expiration date.

### 9. If teleworking is determined to be unsuccessful, the employee will be given the reasons for denial based on the eligibility standards in this procedure.

### 10. If the teleworking agreement is determined to be successful, a new teleworking agreement form should be filled out and signed/approved.

## P. REVERSIBILITY

The employer may rescind the agreement at any time. Either the employee or the employer may rescind an agreement to a voluntary teleworking arrangement, generally giving at least one week's notice. The parties may negotiate a longer notice to provide for a smooth transition.

## Q. INCIDENTAL OCCURRENCES

For incidental occurrences, such as inclement weather, college closure, or family emergency care, a formal teleworking agreement is not required. The employee must obtain approval from their supervisor before working from an alternative worksite.

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Procedure contact: Human Resources

Related policies and procedures

 500.115 [Ethical Conduct/Conflict of Interest Standards Policy](https://www.wvc.edu/humanresources/policies-procedures/500-human-resources/500.115-ethical-conduct-conflict-of-interest.html)

 500.510 [Teleworking Policy](https://www.wvc.edu/humanresources/policies-procedures/500-human-resources/500.510-teleworking.html)