## A-B Tech Logo

# Asheville-Buncombe Technical Community College

# (A-B Tech) Procedure

## Procedure 503.041: Teleworking for Employees

It is the philosophy of the College that teleworking supports employees by reducing commute time and costs, and positively contributes to the College’s sustainability efforts. Consistent with this philosophy, teleworking may be granted when it is beneficial to the employee, beneficial to the College, and the employee is able to continue to meet the needs of the College.

Supervisors are responsible for determining and managing the appropriate work arrangements for their operations that are consistent with the needs of the College and the people with which they serve. In doing so, supervisors may also accommodate the employees’ request to telework on a one-time or re-occurring basis. These arrangements must be made as fairly and equitably as possible, and within the guidelines of this procedure.

While it is not required that teleworking agreements be uniformly available to all positions in a department, the department head is responsible for ensuring the fair and equitable administration of this procedure to eligible employees.

## Eligibility for Teleworking

Full-time Regular Staff, Full-time 9, 10, and 12 month Faculty, or Part-time Regular Staff in teleworking eligible positions are eligible for **Teleworking Agreements,** subject to the prior approval of their supervisor. The position’s teleworking eligibility is determined by the supervisor.

Employees who have not completed their *Introductory Period (*See Policy #510.01) must seek the approval of the appropriate Executive Leadership Team (ELT) member. Re-occurring Teleworking Agreements are effective for the current fiscal year only.

## Requesting a Teleworking Agreement

The request for a Teleworking Agreement may be initiated by an employee or supervisor. The request may be verbal or in writing. The employee may not telework until the completion and approval of the Teleworking Agreement Form.

## Supervisor Assessment of Teleworking Agreement Requests

Upon receipt of a teleworking request, the supervisor will carefully review the job description and how teleworking might affect the completion of duties, how it would impact other employees, and how it affects the College and community served. Supervisors should analyze their department’s workflow, staffing, and needs; peak service or demand times; regular meeting schedule; and ideal work schedule coverage. If assessing for full-time remote faculty position, please refer to the Remote Faculty Checklist for guidance.

### Teleworking Agreements will not be granted unless:

* The employee is able to fully meet job responsibilities and performance expectations;
* all service needs are met during normal business hours; and
* the department’s efficient and effective operations will not be interrupted.

### Key issues that supervisors should assess when considering a Teleworking Agreement request:

* Nature of the position
* Ability of the job tasks to be successfully completed while teleworking.
* Requirement of face-to-face interaction
* Amount of independent work
* Ability to monitor employee performance by output, not by time spent.
* Clearly defined performance expectations and accountability
* Interrelationship with duties of other persons
* Amount of onsite supervision, oversight, or direction needed.
* Employee’s current and past job performance
* Knowledge about the job
* Dependability
* Organizational skills
* Communication skills
* Productivity
* Customer (student, employees, community, etc.) needs
* Burden on other employees
* Communication venues to ensure employees remain informed.
* Other requests for teleworking within the department
* Adherence to federal wage-hour regulations for hours of non-exempt employees
* Attendance at department, division, or College meetings, professional development, or functions
* Suitable equipment and technology services can be provided and/or maintained by the College and/or employee.

The College retains full and complete discretion to permit or to not permit an employee to telework. As a public employer, the College has a special obligation to ensure that employees and work resources are being used efficiently and productively.

The supervisor will carefully evaluate the appropriateness of teleworking for each position.

The supervisor will follow normal protocol for requesting equipment and will work with Information Technology (IT) to request special equipment or software. The College is not obligated to purchase special equipment or software in order to approve a teleworking request, and the approval may be subject to the availability of departmental funds.

In cases where two or more employees with similar duties request to telework, the supervisor may not be able to approve all requests. The supervisor should assess the work to determine how much flexibility is possible. Factors such as seniority, merit, skills, and personal circumstances may be considered when a choice must be made. The supervisor should consult with Human Resources if assistance is needed.

## Approval/Denial of Teleworking Agreement Request

The employee and the supervisor must complete the Teleworking Agreement Form. If the employee is in the Introductory Period (Policy 510.01), the appropriate Executive Leadership Team (ELT) member must approve the Teleworking Agreement Form. Copies of forms should be kept in the department and given to the employees. A copy of the final Teleworking Agreement Form must be sent to the Human Resources Department for the employee’s personnel file.

When the supervisor denies a teleworking request, the supervisor will clearly explain to the employee why the request is not approved. Denial of a request for teleworking is not grievable under Policy 509.04 *Grievance and Reporting*.

Supervisors may choose to initially approve a pilot period to assess the success of the Teleworking Agreement and allow for adjustments by limiting the duration on the Teleworking Agreement Form. During the pilot period, the Teleworking Agreement may be discontinued at the request of either the teleworker or the College. At the conclusion of the pilot period, the supervisor and employee should discuss how the Teleworking Agreement worked for both the employee and the College. If the Teleworking Agreement is working, a new request should be completed with the adjusted effective dates. If the Teleworking Agreement is not working, a new Teleworking Agreement Form with adjustments or a return to the “regular” work schedule may be necessary at the discretion of the supervisor. If a teleworking employee requests termination of the Teleworking Agreement, the College will make reasonable efforts to accommodate the request (e.g. availability of office space, etc.).

## Continuity of Department Hours, Services, Operations, and Supervision

The granting of a Teleworking Agreement should not result in a change to the department’s regular hours of operation, nor does it limit the responsibility of supervisors to establish and adjust work schedules.

The implementation of a Teleworking Agreement is contingent upon assuring appropriate departmental coverage during normal business hours. Supervisors should design Teleworking Agreements so that adequate supervision is provided. A department using a Teleworking Agreement must take appropriate actions to ensure proper cross training in order to maintain levels of service for the duration of the normal operating hours of the department. Some departments may be unable to offer a Teleworking Agreement for some positions and/or during certain times of the year.

Employee job responsibilities will not change due to teleworking. Professionalism in terms of job responsibilities, work output, and service delivery will continue to follow the standards set by the College.

Teleworking Agreements are not intended to alter the basic understanding that employees are expected to work their appointed number of hours per week. Teleworking Agreements do not change normal attendance requirements. At any given point, employees may be required to report to work outside of their approved Teleworking Agreements for meetings, College events, professional development, conferences, or other work responsibilities.

In the event that work conditions require the teleworking employee’s presence at a work location function, meeting, or other event, the employee is expected to report to the designated work location, even if such occurs during normally scheduled teleworking hours.

Any change in the approved job assignment, location or defined work schedule must be reviewed and approved by the supervisor in advance. If such a schedule has not been agreed upon, the employee’s work hours will be assumed to be the same as before the employee began teleworking.

The supervisor and the teleworker will communicate at a level consistent with employees working at the office or in a manner and frequency that seems appropriate for the job and the individuals involved.

Specific performance expectations will be established and agreed upon by the supervisor and employee. Performance reviews will be conducted in accordance with College policies and procedures.

In the event an employee submits a resignation, the employee, with the exception of full-time remote faculty, must be available to work on-campus for the entire notice period. All equipment owned by the College must be returned to the College by the end of the notice.

## Compliance and Limitations with Teleworking

Teleworking Agreements must be implemented in accordance with applicable College, state, and federal laws and regulations. The policies and procedures that normally apply to the central workplace will remain the same for teleworking employees. This shall include, but not be limited to, performance management, drug and alcohol, work hours, and employee leave. Violation of the College’s policies and procedures may result in termination of the Teleworking Agreement and teleworking privilege, and may also result in disciplinary action, up to and including dismissal.

Teleworking may not substitute an ADA accommodation or FML request. All ADA accommodation and FML requests must be managed through the Benefits Specialist.

## Safety/Ergonomics, Workers Compensation, and General Liability

The employee is responsible for maintaining the telework site in a manner free from health or safety hazards and for notifying their supervisor immediately of any unsafe conditions in the designated workspace and of any work-related injuries. The employee is also responsible for ensuring that all furniture is ergonomically correct, and that proper lighting and ventilation are provided. The supervisor is not required to physically inspect the telework site; however, the College retains the right to do so with reasonable advance notice, including inspection of access to and from the telework site. The supervisor may determine that a photo of the alternate work site is sufficient; the photo will be maintained in the employee’s personnel file. In establishing a teleworking site, the employee is responsible for compliance with local zoning regulations or rental agreements.

The employee will be covered by workers’ compensation for job-related injuries that occur in the course and scope of employment while teleworking.

The College assumes no responsibility for any activity, damages, or injury which is not directly associated with or directly resulting from the official job duties for which the College has no ability to exercise control. The College assumes no responsibility for the employees’ personal safety.

The College is not liable for loss, destruction, or injury that may occur in or to the employee’s alternative work location. This includes family members, visitors, or others that may become injured within or around the alternative work location.

A designated workspace should be maintained by the employee in a clean, professional, and safe condition.

As liability may extend to accidents which occur in the alternative work location, the College retains the right to make on-site inspections of this work area, at a mutually agreed upon time, to ensure that safe working conditions exist.

Any injury that occurs within the course and scope of employment must be reported according to state and federal reporting requirements.

## Material and Equipment

Based on the type of work to be performed, the College may provide computer hardware and software. The employee is responsible for ongoing operating costs, such as telephone service fees, internet fees, utility costs, homeowner’s or renter’s insurance and furniture or equipment rental fees. Additional materials may be purchased by the employee and claimed as a tax withholding. The College assumes no responsibility for the employee’s personal property. Purchasing material or equipment in order to telework is subject to the departmental funds and may be denied if the appropriate material or equipment is not available.

The employee and supervisor shall determine the minimum equipment (including furniture) and software necessary for the employee to complete assignments from the remote location in a timely, efficient, and professional manner. Any equipment provided by the College must be properly inventoried and listed in the Teleworking Agreement Form and must be kept updated if equipment is returned or if new equipment is assigned. The employee is required to return any College property upon request. The employee should never purchase or rent equipment, services, or supplies on the assumption that the College will reimburse the cost. Prior supervisor approval must be obtained.

Required software will be provided by the College for installation on College-owned computers. Note that in some instances the software publisher’s licensing terms may limit the College’s ability to install software on computers used off site, and these issues will be dealt with on a case-by-case basis. The employee will not perform maintenance or repairs on College-owned equipment without prior approval. The employee is responsible for all maintenance and repairs of employee-owned equipment.

The College’s IT staff will ensure that College-owned computers and software are working properly. In the event that any issues are not able to be resolved over the phone, it will be the employee’s responsibility to bring the equipment on campus for troubleshooting. The employee must install College-owned equipment or software with approval from the IT Department. Only College-owned software may be installed in College-owned equipment. The employee may not install or download any other software without approval.

The employee is responsible for maintaining a remote office and technology environment that maintains the security and confidentiality of college and student information.

## Information Security

The employee working from an alternate work location will follow all procedures outlined in Policy 1003: Internet and Campus Network Acceptable Use. In addition, teleworkers must ensure the following:

* The protection of organization data on disk, hardcopy, or on portable devices from theft, loss, or unauthorized access during transit and at the alternate worksite.
* Approved firewalls and anti-virus software are on all remote site computers and are updated daily with current definitions.
* Flash drives or other portable drives are scanned for viruses before being used for uploading or downloading data.
* Sensitive information in hardcopy form is returned to the office or shredded.
* A-B Tech’s network is not accessed from the remote worksite or other locations unless with advance approval and for approved purposes.
* The employee agrees to follow A-B Tech guidelines pertaining to the handling of public records.

## Intellectual Property

Products, records, documents, inventions, and discoveries made while teleworking are the property of A-B Tech. The employee is expected to comply with Policy 418: *Intellectual Property* regarding inventions and copyrights regardless of the work location or whether work was performed on equipment owned by A-B Tech or the employee.

## Work Schedule, Meal Periods, and Rest Periods

The total number of hours that the employee is expected to work will not change, whether they are working at the central workplace or the alternate work location. This does not, however, restrict the use of alternative work schedules. Please see College Procedure 503.041 *Alternative Work Schedule for Staff*, for more information on alternative work schedules. During their designated work hours, teleworkers will apply themselves to their work and not engage in activities that are not work-related. Teleworkers shall not engage in overtime work unless prior approval from the supervisor has been received. Non-exempt teleworking employees must continue to complete the appropriate timesheet.

In order to maintain close communication and standards of professionalism while working from a remote location, the employee shall:

* Notify their supervisor of any change in the posted telework schedule.
* Be available to supervisor and coworkers by telephone and email during core hours.
* Return calls and emails in a timely and professional manner.
* Agree with their supervisor on a plan for receiving assignments, returning assignments, and reporting to the supervisor on telework days.
* Maintain contact with their work unit and colleagues, including attending meetings on telework days when requested to do so by their supervisor.

In the event A-B Tech is closed due to weather or other emergency, the employee is to follow the operating hours of the college unless instructed otherwise by the supervisor.

A meal period is a bona fide period of 30 minutes or more which occurs during the scheduled workday and is not hours worked if the employee is completely relieved from duty for the purpose of eating a meal. Meal periods cannot be eliminated when an employee is teleworking, unless a scheduled shift is five or less hours in length.

Rest Periods of no more than 15 minutes each are permitted for and will be counted as hours worked. Typically, there is one morning and one afternoon rest period. Rest Periods do not accrue. Rest periods should not be used to allow an employee to come in late, to leave early, to extend the lunch period, or affect a Teleworking Agreement.

## Modifying or Terminating a Teleworking Agreement

The Teleworking Agreement is not a guarantee of employment and can be terminated at any time by the supervisor. A Teleworking Agreement may never be allowed to continue uninterrupted if it is detrimental to work quality, client service, the work unit, or the organization. The supervisor may revise, suspend or terminate a Teleworking Agreement at any time because of performance issues, department needs, or other conditions. The supervisor has the right and responsibility to modify or eliminate a Teleworking Agreement as circumstances change.

In such situations the supervisor will make a good faith effort to work with the employee to resolve the situation, but if the problem cannot be resolved, the supervisor has a responsibility to terminate the agreement.

Termination of the Teleworking Agreement should be made for sound business reasons which the employee is entitled to know. In the event of termination of the agreement, the employee will be notified and provided with the reason(s) for the termination in writing.

In the event this agreement is terminated, the supervisor will make every attempt to provide sufficient notice to allow the employee to make appropriate arrangements to return to the central workplace.

A-B Tech will not be held responsible for costs, damages or losses to the employee resulting from termination of the agreement.

Modifying or rescinding a Teleworking Agreement is not grievable under Policy 509.04 *Grievance and Reporting*.

## Expiration of a Teleworking Agreement

Teleworking Agreements may be approved up to, but not beyond, June 30 of the current fiscal year.

Employees must submit a new request for a Re-Occurring Teleworking Agreement annually, beginning on May 1 for the next fiscal year. This ensures all eligible employees have an opportunity to request Teleworking Agreements when there is shared responsibility for coverage in their respective departments.

Telework agreements for faculty members must be evaluated and, if necessary, adjusted, each semester based on course scheduling needs.

## Compensation & Benefits

Employee compensation and benefits, including vacation, sick leave, other forms of leave, and travel benefits shall not be affected by the Teleworking Agreement.

The employee is responsible for tax consequences related to telework.

## Definitions:

**Alternate Work Location** – a worksite other than the central workplace can include an employee’s home or a satellite office where official College business is performed.

**Central Workplace** – an employee’s assigned place of work or duty station owned or operated by the College. Typically, a central workstation is a duty station from which employers along with employees in the same work unit perform the functions of their job.

**Telework/Teleworking** – a flexible work arrangement in which supervisors permit employees to perform pre-approved job duties away from the central workplace, in accordance with the same performance expectations and other approved or agreed-upon terms. It does not include work performed at a temporary work site for limited duration.

**Teleworker** – an employee engaged in teleworking.

**Teleworking Agreement** – a written agreement that details the terms and conditions by which an employee is allowed to engage in teleworking.

**Work Schedule** – The employee’s hours of work in the central workplace and/or alternate work locations.

Owner: Executive Director, Human Resources and Organizational Development

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