

## **SLOCCCD – TELECOMMUTING GUIDELINES**

### **I. INTRODUCTION**

The following guidelines are provided to assist managers and employees to clearly understand and develop telecommuting arrangements. The opportunity to telecommute is a privilege offered at the District's discretion. Managers must adhere to these guidelines when approving telecommuting agreements. Analysis of positions will begin after all employees are recalled to campus in January 2022.

### **II. DEFINITION**

Telecommuting is a flexible work arrangement that allows an employee to work at a remote site or elsewhere for part or all of their regular work schedule. Telecommuting is intended to create flexible conditions that allow an employee to complete their work effectively. Telecommuting agreements should serve the needs of both the college department and individual employees.

Occasional work off-site, including work while traveling on District business is not considered telecommuting. Requests to work off-site occasionally must be pre-approved by the Manager.

### **III. GENERAL GUIDELINES**

1. Telecommuting is not appropriate for all positions nor all employees. Telecommuting is not appropriate for all employees in the same or similar positions. Consideration for telecommuting is determined on a case-by-case basis.
2. When evaluating whether a position is eligible for telecommuting, managers must consider the specific tasks of the position; impact on students, department, and the public.
3. Managers must ensure there is always appropriate on-site coverage.
4. Telecommuting may be approved up to a year. Each agreement must be reviewed and approved annually.
5. Managers should work with the employee to develop a combination of telecommuting and on-site work that best fits the needs of the department, employee, and the District.
6. Hybrid schedules are required to create flexibility to meet the needs of the District, department, and employee.
7. Employees approved for a hybrid schedule must use a SLOCCCD device in order to protect personal/confidential information.
8. No printing will be allowed at remote sites to ensure records are protected.
9. Cameras must be turned on while during meetings held via remote technology.
10. Telecommuting agreements may be ended by the Manager with a 30-day notice.

11. Telecommuting agreements do not change the employee's work status, job duties, or responsibilities.
12. Once a position has been evaluated for telecommuting, specific employee performance and any employee performance (including attendance, responsiveness, and ability to work independently) concerns will be evaluated.

#### IV. AUTHORITY

SLOCCCD Managers have the authority to propose telecommuting agreements to Human Resources. Managers are encouraged to give serious consideration to all reasonable requests, but shall give the highest priority to the effective functioning of the department and the best interests of the District. Once signed by the manager and employee, telecommuting agreements are forwarded to human resources for review. Approved telecommuting agreements are documented in the personnel file, confirmed via email to the manager and employee, and assigned an effective date.

In the event that more employees request telecommuting agreements than a department can reasonably accommodate, the manager should respond to requests that are consistent with these guidelines in ways that are fair to all employees and in the best interest of the department. Managers should consider rotating periods of telecommuting, alternating schedules, or reducing the amount of time spent in telecommuting arrangements between employees in order to accommodate more individuals.

#### V. RESPONSIBILITIES

The manager is responsible for determining whether the employee is a good candidate for telecommuting, whether the nature of the work is suitable for a remote site, and if the proposed arrangement will cause a burden on the department as a whole. In determining whether an employee is a good candidate for telecommuting, the manager should consider factors such as, but not limited to, completion of the probationary period, satisfactory evaluations, daily job performance, ability to work independently, and if the work be done without taking physical copies of sensitive information (e.g. FERPA protected) documentation to the remote site. (Physical copies include printing from remote site.)

The employee and manager are jointly responsible to:

- Determine how telecommuting performance will be measured;
- Establish work hours on telecommuting days.
- Prevent the arrangement from burdening employee's co-workers;
- Ensure that the employee is readily available, and has adequate means of communication, during set working hours;
- Arrange for the employee to come to the primary work site when necessary, regardless of the telecommuting schedule.

The employee is responsible for:

- Ensuring that District equipment and electronic records are maintained in a safe and secure location and are used primarily for SLOCCCD business. No paper copies/files will be allowed off-site.
- Work, including systems access are performed solely on district owned devices.
- Working during the specific hours as agreed upon with the manager. This includes assigned break times and lunch hours. No overtime will be granted without pre-approval.
- Checking in and/or maintaining communication with the manager or designated person on a regular basis.
- Remaining accessible during work hours by phone, email, video, etc. and should establish and maintain effective communication and workflow among coworkers, manager, students and others as required in the job description.
- Ensuring a safe and healthy work environment.
- Adhering to all District policies, procedures, collective bargaining agreement, and all labor laws.
- Ensuring that work takes precedence over family and home matters during assigned work hours. If a child or other dependent is present during scheduled telecommuting hours, arrangements must be made for the care of the child or dependent, the telecommuting agreement privilege is not a substitute for child or dependent care.

The District is responsible for:

- Worker's Compensation benefits. In the event the employee is injured during the scheduled telecommuting work hours, the employee will contact Human Resources to report the injury and complete the required forms.

A request to commute due to a medical or parental leave, must be initiated with Human Resources. In some instances, medical certification may be required.

## VI. EQUIPMENT AND TELECOMMUTING FACILITIES

District equipment in the employee's off-site workspace is subject to the same inventory control and disposal procedures as in the primary work site. The employee is responsible for bringing equipment to the primary work site for inspection, maintenance, and repair. The department will repair and replace District equipment unless it is lost, damaged, or stolen through the employee's clear negligence or abuse. The telecommuting agreement shall contain an inventoried list of all district equipment including serial numbers (if applicable) or other identifying characteristics (e.g. model numbers).

The employee is responsible for ensuring that all data or District specific information is maintained in a secure manner, is backed up or stored appropriately, and that there is no risks of loss of controlled information. Physical documents are not permitted to leave the

college site. Employees working a telecommuting schedule are expected to access and work with electronic documents.

Telecommuting is an option and voluntary schedule; therefore, the District will **not** pay for the following:

- Maintenance and repair of privately-owned equipment or furniture.
- Utility costs associated with the use of the computer or occupancy of the residence.
- Equipment or supplies. These may be requested and requisitioned through the employee's department.
- Travel expenses associated with commuting to the campus.
- Installation or use of phone lines, internet service, WIFI, or additional data lines.

The District will not transport equipment, install equipment, or set up a computer in the employee's remote working location.

#### VII. HEALTH AND SAFETY LIABILITY

The employee is responsible for maintaining a safe work environment. Employees are responsible for ensuring their work space is arranged ergonomically. Managers should direct employees to the Safety Compliance Coordinator for assistance in understanding an ergonomically friendly work space. Virtual meetings may occur to assist in the set up of the remote work space. The Safety Compliance Coordinator will not go to an employee's home to assist with the evaluation.

Work-related injuries incurred in the off-site workspace during work hours should be reported promptly to the manager or to Human Resources. Reports of work-related injuries will be handled in the same manner as injuries occurring on-site. Employees who telecommute are not authorized to hold in-person meetings in their homes. Telecommuting employees may not have items brought to them by another employee without a manager's prior approval.

#### VIII. PROCEDURES

The employee is expected to initiate the telecommuting request with the manager. The employee and the manager work through these guidelines to prepare a telecommuting agreement. A Cabinet level manager must forward the agreement to Human Resources for review. The original will be maintained in the employee's personnel file, and the employee and manager will receive a copy.

SAN LUIS OBISPO COUNTY COMMUNITY COLLEGE DISTRICT

TEMPORARY TELECOMMUTING AGREEMENT

This is a voluntary agreement and may be rescinded by either the employee or the manager upon a 30-day written notice.

Name of Employee: \_\_\_\_\_

Employee Job Title: \_\_\_\_\_

Employee Department: \_\_\_\_\_

Off-Site Work Address: \_\_\_\_\_

Contact Phone Number: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

**TERMS:**

**Length:** This Agreement begins on \_\_\_\_\_ and shall continue until \_\_\_\_\_ unless terminated earlier by either Party.

**Telecommute Schedule:** Employee agrees to Telecommute for the following schedule:

Telework: M \_\_\_\_ T \_\_\_\_ W \_\_\_\_ TH \_\_\_\_ F \_\_\_\_ Time: \_\_\_\_\_ to \_\_\_\_\_

On Campus: M \_\_\_\_ T \_\_\_\_ W \_\_\_\_ TH \_\_\_\_ F \_\_\_\_ Time: \_\_\_\_\_ to \_\_\_\_\_

**Supervisor's Checklist:** Please complete the attached checklist of the tasks that must be completed before the telecommuting schedule may begin.

**The Employee agrees to the following:**

**Telecommute Schedule:** All bargaining unit members shall be expected to work their regular scheduled hours and be immediately available for communication during the work period. Any alteration of this schedule will need pre-approval from the manager. Requests for sick leave, vacation, or other leaves must be approved by the manager in accordance with the applicable contract and District procedures.

**Supervisor's Checklist:** Please complete the attached checklist of the tasks that must be completed before the telecommuting schedule may begin.

**Information Security:** Employee will ensure that District electronic records and equipment are safe and secure. Paper documents and files are not allowed to be printed at the remote work site, nor transported from on campus. Telecommuting employees must work with electronic documents and records.

**Work Effectiveness and Safety:**

1. **Adhere to District policies, procedures,** collective bargaining agreement, and all labor laws applicable to work assignment including but not limited to breaks (including lunch) and overtime.

2. **Ensure that District needs take precedence over the home office schedule**, and that the business needs of the District are adequately met.
3. **Communication and correspondence will be primarily** through Microsoft Teams, e-mail, video conference and phone calls (either through Teams or MiCollab). The District shall provide training and the necessary equipment to facilitate video and web communications. All video communications will have the expectation of the video component turned on.
4. **Overtime shall not be worked unless authorized in advance** by the manager.
5. **Establish and maintain a safe remote work environment applying ergonomic and safety practices.**
6. **Supplies should be requisitioned through the employee's department.** If a requisition is not possible, the employee must obtain manager approval before purchasing any office supplies. A receipt and claim form must be submitted with request for reimbursement.
7. **Employer will provide Worker's Compensation benefits.** In the event the employee is injured during the telecommuting work hours, the employee must contact their manager or Human Resources to report the injury. All required paperwork will follow the same process as if the employee was injured on-site.
8. **Employees who request an accommodation due to a disability** must contact Human Resources.

**On-Site Requirements:** Employee agrees to:

1. Understand that there may be need to come to campus while working remotely. The cost of travel to the campus will not be reimbursed.

The District will **not** pay for the following:

- Maintenance and repair of privately-owned equipment or furniture.
- Utility costs associated with the use of the computer or occupancy of the residence.
- Equipment or supplies. Supplies may be requested through the employee's department.
- Travel expenses associated with commuting to the campus.
- Installation or use of phone lines, internet access, WIFI, or additional data lines.

Additionally, the District will not transport equipment, install equipment, or set up a computer in the employee's remote working location.

I have read and understand this telecommuting agreement. I acknowledge that this Agreement may be terminated by the District with 30 days' notice. The manager and the employee have read, understood, completed, and signed the "Telecommuting Agreement Checklist" before submitting the telecommuting schedule for review by Human Resources.



\_\_\_\_\_  
Employee

\_\_\_\_\_  
Date



\_\_\_\_\_  
Manager/Supervisor

\_\_\_\_\_  
Date



\_\_\_\_\_  
Vice President

\_\_\_\_\_  
Date

San Luis Obispo County Community College District

Telecommuting Agreement Checklist

Name of Telecommuting Employee: \_\_\_\_\_

Name of Manager: \_\_\_\_\_

**The following tasks must be completed prior to the start of the telecommuting schedule.**

<b>TASK</b>	<b>DATE COMPLETED</b>
Employee and Manager have both read and agreed to abide by the District's Telecommuting Guidelines and Agreement.	
Performance expectations have been reviewed, discussed, and agreed upon. Assignments and due dates are to be documented by the manager and the employee during the effective dates of the telecommuting schedule. This can include daily tasks, project work, professional development, etc.	
Requirements for the care of District equipment and electronic records assigned to the employee have been discussed and are clearly understood.	
Requirements for a safe and adequate remote work space have been reviewed and the employee verifies that the requirements have been met.	
The employee verifies and understands they are familiar with the District's requirements related to computer information security and confidentiality of data and information. Employee has received a read the District's BP/AP 3720, Computer and Network Use.	
The employee has reviewed and signed the Telecommuting Agreement prior to actual participation in the program.	

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Manager/Supervisor's Signature

\_\_\_\_\_  
Date