

## **Telecommuting Policy**

**Title: Telecommuting Policy for Stillman College**

**Effective Date: TBD**

**Responsible Office: Human Resources**

### **I. Scope**

This policy applies to full-time eligible employees of Stillman College.

### **II. Purpose**

The purpose of this policy is to allow employees to work at alternative work locations for all or part of their work week. Telecommuting can improve productivity and job performance as well as promote administrative efficiencies (e.g. reducing office and parking space), reduce traffic congestion and transportation costs, support continuity of operation plans, and sustain the recruitment and retention of a highly qualified workforce by enhancing work/life balance.

### **III. Definitions**

#### **Alternative work locations**

Approved locations, other than the employee's central workplace, where official college business is performed. The most common alternative work location is the home of an employee, subject to the approval described in this Policy.

#### **Central workplace:**

An employer's place of work where employees normally are located. Most commonly this is the Stillman College campus.

#### **Telecommuting:**

A work arrangement where the employee enters into a formal agreement with the College to perform his/her usual job duties in an alternative work location for a specific number of days per week.

#### **IV. Policy**

Telecommuting is a voluntary work alternative that is appropriate for some employees and some jobs but not all employees and all positions. No college employee is entitled to or guaranteed the opportunity to telecommute. Certain categories of positions are ineligible for telecommuting. For positions eligible for telecommuting, whether a particular employee may telecommute is a decision to be made by the Department head in conjunction with the employee's supervisor on a case-by-case basis taking into consideration an evaluation of the supervisor's ability to manage remote workers. However, arrangements for telecommuting should be authorized only when it is in the best interest of the College to do so.

Telecommuting may also be considered on a case-by-case basis as a reasonable accommodation for qualified employees with disabilities.

Employees who are approved for telecommuting will be required to sign a telecommuting agreement with the College consistent with this Policy.

All telecommuting employees perform essentially the same work that they would in the central workplace in accordance with their same performance expectations and other agreed-upon terms. Telecommuting agreements may be established for a long-term or short-term period.

The employee's compensation, benefits, work status and work responsibilities will not change due to participation in the telecommuting program.

The amount of time the employee is expected to work per day or pay period will not change as a result of participation in the telecommuting program.

##### **A. Eligible Positions and Employees**

Supervisors, in consultation with the Office of Human Resources, will analyze the nature of a position and how the work is performed and determine which positions are appropriate to be designated or approved for telecommuting. Several factors should be considered in determining the feasibility of telecommuting, including the College's ability to supervise the employee adequately and whether any duties require use of

certain equipment or tools that cannot be replicated at the approved alternative work location. Other critical considerations include whether:

- there is a need for face-to-face interaction and coordination of work with other employees;
- in-person interaction with outside colleagues, clients, or customers is necessary;
- the position in question requires the employees to have immediate access to documents or other information located only in the workplace; and
- the position can be structured to be performed independently of others with minimal need for support and little face-to-face interactions.

The Office of Human Resources, in consultation with the Department heads, will also identify broad categories of positions that are not eligible for telecommuting, including but not limited to direct service and place-specific positions such as police officers, grounds workers, parking support staff, trade workers, including plumbers, electricians, and HVAC technicians, housekeeping (custodial) workers, student health staff, residence life staff, coaches, athletic support and operations positions, receptionist positions, front desk attendants, library circulation and support staff, reference and research librarians, IT direct support positions, and health and safety staff. This list of positions is not exclusive, and the Office of Human Resources reserves the right to identify other positions that are not eligible for telecommuting.

If an employee in an eligible position requests approval for telecommuting, the supervisor, in consultation with the Office of Human Resources, will determine whether the employee is eligible. The following conditions must be met to approve an employee for telecommuting:

- The employee has been in the position for at least twelve months.
- The employee has no active formal disciplinary actions on file.
- The employee has a demonstrated ability to work productively on his/ her own and is self motivated and flexible.

## **B. General Expectations and Conditions**

1. **Compliance with Policies.** Employees must agree to comply with all College rules, policies, practices and instructions and understand that violation of such may result in the termination of the telecommuting arrangement and/or disciplinary action, up to and including dismissal.
2. **Designated Work Space.** The employee shall designate a workspace within the alternative work location for placement and installation of equipment to be used while telecommuting. The employee shall maintain this workspace in a safe condition, free from hazards and other dangers to the employee and equipment. The College must approve the site chosen as the employee's alternative work location.
3. **Hours of Work.** The total number of hours that telecommuting employees are expected to work will not change, regardless of work location. The College also expects the same level of productivity from telecommuting employees that is expected from employees at the central workplace. Telecommuting is not intended to serve as a child or adult care. Supervisors may require employees to report to a campus as needed for work-related meetings or other events or may meet with the employee in the alternative work location as needed to discuss work progress or other work related issues.
4. **Use of Leave.** Employees cannot use telecommuting in place of sick leave, Family and Medical Leave, Workers Compensation leave, or other types of leave.
5. **Liability.** Stillman College assumes no responsibility for injuries occurring in the employee's alternate work location outside the agreed upon work hours or for injuries that occur during working hours but do not arise out of and in the course of employment. The College also assumes no liability for damages to employee's real or personal property resulting from participation in the telecommuting program. Workers' compensation coverage is limited to designated work areas in the employees' homes or alternate work locations. Employees must agree to practice the same safety habits they would use in the College and to maintain safe

conditions in their alternative work locations. Employees must follow the usual procedures for reporting illness or injury.

6. **Equipment and Materials.** Normally, the College will provide equipment and materials needed by employees to effectively perform their duties; however, the College will not duplicate resources between the central workplace and the alternative work location. Telecommuting employees may use college-owned equipment only for legitimate college purposes. Telecommuting employees are responsible for protecting college-owned equipment from theft, damage and unauthorized use. When employees are unauthorized to use their own equipment, the College is not responsible for the cost, repair or service of the employee's personal equipment.
7. **Cost of Telecommuting.** The College is not obligated to assume responsibility for operating cost, home maintenance, or other costs incurred by employees in the use of their homes as telecommuting alternate work locations.
  - a. **Tax Implications:** It will be the employee's responsibility to determine any income tax implications of maintaining a home office area. The College will not provide tax guidance nor will the College assume any additional tax liabilities.
8. **College Information.** Employees must safeguard College information used or accessed while telecommuting with Stillman College Data Classification and Protection Policy, Acceptable Use Policy and other applicable information technology policies.

### **C. Telecommuting Agreement**

Telecommuting must be documented as approved through a telecommuting agreement. The agreement must be approved by the Department head, the employee's supervisor, and the Office of Human Resources. The agreement will be for one year or less, with a renewable term. Renewal is not guaranteed. The telecommuting agreement, employee performance and other circumstances will be considered by the supervisor in determining whether to renew the agreement.

1. Exceptions to the Telecommuting Agreement Requirement. (It is an acceptable practice for teaching and research faculty to carry out their work with varied schedules on campus and at alternate locations). Normally, a formal telecommuting agreement will not be required for the faculty unless the normal work assignment is consistently at an alternate location (i.e. not the standard assigned office).

**D. Modification or Termination of the Telecommuting Agreement.**

The supervisor, in consultation with Human Resources, may modify or terminate the telecommuting agreement early (before the end of the specified term) for performance concerns, changing operational needs, or any other non-discriminatory reason. The employee may also terminate the telecommuting agreement at any time, unless it was a condition of employment. A two-week notice is required for termination of the telecommuting agreement.