

# DAVIDSON-DAVIE COMMUNITY COLLEGE

## Human Resources

### STAFF TELEWORK

#### PROCEDURE 3.4.7.1

Davidson-Davie Community College provides telework arrangements to employees when it is mutually beneficial to both the college and the employee. The policy defines telework, indicates the requirements for formal Telework Agreements and outlines the responsibilities of both teleworkers and the college. This policy does not include requests to telework as an accommodation for a disability. Employees requesting a telework arrangement due to a disability should be directed to Human Resources to discuss potential workplace accommodations in accordance with the Americans with Disabilities Act.

For rules related to work during a weather emergency, see [Policy 3.2.11](#).

The Telework Policy is administered by the Human Resources Director or, in the case of staff members whose normal work assignment warrants regular work at an alternate off-campus location, by the Executive Vice President for Academic and Student Affairs or designee. The Telework Agreement is coordinated through the supervisor of the teleworking employee. Employees and supervisors with an interest in exploring a telework arrangement should consult the employee and supervisor telework resources guide.

All Telework Agreements must be approved by the supervisor, senior leadership, and the appropriate vice president following consultation with Information Technology to ensure data security and other information technology items are addressed. The Telework Agreement must then be sent to the Human Resources Director for final verification and placement in the employee's personnel file. Additional review will be conducted by Human Resources for work locations outside of the state of North Carolina. Work locations outside of the United States may not be able to be accommodated or may require an arrangement other than a telework agreement.

Approval of the Telework Agreement must be complete before the employee begins teleworking.

The signed original copy of the Telework Agreement will be retained by Human Resources in the employee's personnel file and copies should also be retained by the employee and the employee's supervisor.

Voluntary Telework Agreements may be discontinued, without cause, at any time, at the request of either the teleworker or the college. When practicable, either the college or teleworker should provide a two week notice of termination of the Telework Agreement. However, when telework is an expected condition of employment, the Telework Agreement may only be discontinued at the option of the college.

Performance issues, such as decreases in productivity or behaviors that detract value from the college may result in the loss of teleworking status and/or may result in disciplinary action up to and including termination.

## GENERAL CONDITIONS OF TELEWORK AGREEMENTS

**A. Conditions of Employment.** The teleworker's conditions of employment shall remain the same as for non-teleworking employees; wages, benefits and leave accrual will remain unchanged unless there is a change in employment status or scheduled hours that impacts benefit eligibility. In addition, all college policies, rules and procedures shall apply at the telework site, including those governing communicating

internally and with the public, employee rights and responsibilities, facilities and equipment management, financial management, information resource management, purchasing of property and services, and safety. Failure to follow policy, rules and procedures may result in termination of the telework arrangement and/or disciplinary action, up to and including termination.

**B. Hours of Work.** The Telework Agreement shall specify the regularly scheduled work hours agreed upon by the teleworker and their supervisor. The amount of time the teleworking employee is expected to work shall remain the same as for on-campus work, unless specified otherwise in the Telework Agreement. A teleworking employee must be available during scheduled work hours by phone, e-mail or other specified methods of communication with their supervisor, co-workers, other college employees and others outside the college with whom job-related communication is necessary.

As required by the Telework Agreement or upon at least 24 hours' notice by the employee's supervisor, the teleworker may be required to attend job-related meetings, training sessions and conferences on campus. In addition, the teleworker may be requested to attend meetings called with notice of less than 24 hours. The supervisor will use electronic means of communication whenever possible as an alternative to requesting attendance at such "short-notice" meetings, but there may be times when the employee's physical presence is deemed essential. In such cases the supervisor must provide sufficient notice to allow the employee a reasonable time to travel to campus to participate in the meeting.

**C. Fair Labor Standards Act.** Teleworking employees who are not exempt from the overtime requirements of the Fair Labor Standards Act (FLSA) will be required to record all hours worked in a manner designated by the college. Teleworking employees will be held to the same standard of compliance as campus-based employees. The agreed upon work schedule shall comply with FLSA regulations. For non-exempt employees, hours in excess of the regular work schedule must be pre-approved by the supervisor. Failure to comply with this requirement can result in the immediate termination of the Telework Agreement.

**D. Emergency Disruptions and Inclement Weather.** If the primary worksite is closed due to an emergency or inclement weather, please refer to the Adverse Weather - Emergency Policy 3.2.11. If there is an emergency at the telework site, such as a power outage, the teleworker will notify the supervisor as soon as possible. The teleworker may be reassigned to the primary worksite or an alternate worksite in such cases or be required to take leave.

**E. Alternate Work Site.** The teleworker must establish and maintain a dedicated workspace that is quiet, clean, and safe, with adequate lighting and ventilation and must confirm in writing, at least annually, that the work location is free of recognized hazards. The teleworker will not hold business visits or meetings with professional colleagues, students, or the public at the alternate worksite. The college reserves the right to visit the alternate work site as long as 24 hour notice is provided. The teleworking employee agrees to adhere to any zoning regulations applicable to the designated alternate work site. The college is not responsible for any zoning violations resulting from establishment of the alternate work site.

**F. Inspections.** If a telework employee is injured in his/her work space, the employee will immediately alert his/her supervisor no later than the end of the next business day. The college is not responsible for any injury at the alternate work location other than that of the telework employee. In case of injury, theft, loss, or tort liability related to telework at the alternate work site, the teleworker must allow agents of the college to investigate and/or inspect the telework site.

**G. Equipment.** Furniture and equipment, including computer workstations, shall generally be provided by the teleworker. In the event that equipment and software is provided by the college at the telework site, such equipment and software shall be used exclusively by the teleworker and only for the purposes of

conducting college business. The teleworker must keep a written list of all college property brought to the alternate work location. Software shall not be duplicated. In most situations, the college will provide a computer workstation on campus that the teleworker may access by remote desktop software.

If the college provides equipment, the teleworker is responsible for safe transportation and set-up of such equipment unless the equipment is being specifically ordered for the teleworker and is being directly delivered to the off-campus work site. In addition, before removing any equipment from the college campus or receiving any equipment through direct delivery, the teleworker must complete the Fixed Assets Off-Campus Use Form.

**H. Equipment Liability.** The college will repair and maintain any equipment owned by the college. The teleworker is responsible for safely transporting such equipment to campus for repair or maintenance unless movement of the equipment is likely to result in damage. Surge protectors or other protective devices must be used with any college computer made available to the teleworker, and all current virus protections and security measures recommended by Information Technology Services must be installed and operating.

The college may pursue recovery from the teleworker for college property that is deliberately, or through negligence, damaged, destroyed, lost or stolen while in the teleworker's care, custody or control. The college does not assume liability for loss, damage, wear of employee-owned equipment, or theft.

**I. Data Security & Confidentiality.** Security and confidentiality shall be maintained by the teleworker at the same level as expected at all worksites. Confidential and sensitive data should not be saved on the local computer. Restricted access or confidential material shall not be taken out of the primary worksite unless approved in advance by the supervisor. The teleworker is responsible to ensure that non-employees do not access college data, including in print or electronic form.

**J. Intellectual Property.** Products, documents, patents, copyrights, inventions, and records developed while teleworking are property of the college and are subject to the college's Intellectual Property Policy 4.2.1. The teleworker must have a method to safeguard the security of all institutional data, including but not limited to intellectual property, proprietary information, confidential personnel information, Family Educational Rights & Privacy Act (FERPA) protected student records, Health Insurance Portability & Accountability Act (HIPAA) protected health information, and attorney-client communications.

**K. Record Retention.** Products, documents and records that are used, developed, or revised while teleworking shall be copied or restored to the college's computerized record system. Maintenance of college records must be consistent with the college record retention rules and policy.

#### **L. Telework Expenses**

- **Office Supplies.** The college shall provide any necessary office supplies for college owned equipment. Out-of-pocket expenses for supplies normally available in the office will not be reimbursed. All supplies provided by the college should be secured in the telework site and must not be used by the teleworker or others for personal purposes.
- **Phone Service and Network Access.** Telework is, generally, a voluntary option for certain positions. As such, phone service and network access for telework will not be reimbursed.
- **Travel and Incidental Costs.** The teleworker will not be paid for time or mileage involved in travel between the telework-site and the primary worksite. Unless

otherwise stated in the Telework Agreement, all incidental costs, such as residential utility costs, homeowner's insurance or cleaning services, are the responsibilities of the teleworker.

- **Taxes.** Teleworkers should consult with a tax expert to determine the tax implications of a home office. The college will not provide guidance nor claim responsibility for any Federal or State tax liability.

Approved: September, 2021