

TELECOMMUTING

3.40090 DP
DISTRICT PROCEDURE

PURPOSE The purpose of this procedure is to outline the process for telecommuting for Metropolitan Community College employees as allowed under the Telecommuting policy.

APPLICABILITY This procedure applies to regular, benefits-eligible, full-time staff and administrators. Department managers will determine which positions and tasks are appropriate for remote work assignment. Remote assignments can be performed on an as needed, part-time or full-time basis. Employees will work with supervisors and Human Resources to arrange and document remote work schedules. In the case of a natural disaster or pandemic, MCC may require certain employees to telecommute on an as needed basis.

ELIGIBILITY In order to be considered for a telecommuting arrangement, an employee must be:

- Hired into a position that does not require the employee to be present at a campus or district sites; or
- Requested to telecommute and has completed a Telecommuting Agreement that has the approval of their supervisor, Human Resources and Executive Cabinet member.
- Be assigned to work remotely at department direction to meet specific business needs (i.e. to accommodate consolidation of work space, during times of pandemic or other natural disaster); and
- Assigned work that can be adequately measured and managed while in the remote working arrangement; and
- Has ratings of “Effective” or higher on their most recent performance review and is not currently under any disciplinary action. The performance review requirement can be waived in the event of natural disasters.

Under non-emergency circumstances, an employee may request a telecommuting assignment by completing a Telecommuting Agreement and submitting the agreement to the employee’s supervisor.

Prior to approval of this agreement, a supervisor shall consult with the employee, Human Resources will work with Information Technology (IT) to evaluate the following areas:

1. Job requirements.
2. Employee eligibility.
3. Equipment and IT services.

MCC also reserves the right to request that employees work remotely in certain situations.

TELECOMMUTING

3.40090 DP
DISTRICT PROCEDURE

ROLES AND
RESPONSIBILITIES

The following are requirements and responsibilities of an employee who is telecommuting:

1. Telecommuting Agreement with MCC. The Telecommuting Agreement shall contain, at a minimum, the following elements: completion of all assigned work in a timely manner, telecommuting days each week, work schedule and the manner and frequency of communication. A supervisor or executive may change this agreement upon written notice to the employee. When a Telecommuting Agreement is entered into by an employee, the employee's former office, workspace, and other similar areas may be assigned to other employees. This Agreement does not change the nature of the employment relationship or the terms and conditions of employment as outlined by District policy.
2. Employees who telecommute shall not perform personal business during hours agreed upon as work hours.
3. Advance approval of overtime is required. Recording of hours worked in excess of 40 hours per week is required if an employee is non-exempt under the Fair Labor Standards Act.
4. Participation in all meetings, training, and other events as determined by the supervisor. (Examples may include, but are not limited to district-wide meetings, division or department meetings, staff meetings and training sessions). If an employee is required to travel to an MCC campus for a meeting, training, or other event by their supervisor, the campus will be the employee's work location that day and the employee will not be reimbursed for mileage.
5. Compliance with MCC procedures while using a home-based worksite.
6. Employees should not combine remote working assignments with dependent care. Employees are required to make appropriate arrangements for the care of any dependents.
7. Employees who telecommute should not have other commitments or secondary employment which would conflict with the work assignment.
8. An employee may only use copies of MCC documents, records or other documentation at a home-based worksite. Original records shall always remain at the employee's home campus. In addition, an employee who is telecommuting

- shall preserve and protect all College data and College equipment at a home-based work site, and follow all College security procedures.
9. An employee must complete an inventory list that reflects all College equipment or other property used in telecommuting and must agree to take appropriate action to protect College property from damage or theft. In the case of intentional damage or negligence, the employee will be responsible for the cost of repair and/or replacement.
 10. All employees who are telecommuting shall strictly comply with the MCC policy, regulations and other procedures regarding information security.
 11. Employee shall receive written supervisory permission to download or store, or both, confidential information. When confidential information is no longer needed by an employee, the employee shall erase, upload or destroy this information in accordance with state record retention guidelines.
 12. The College is not responsible for costs associated with the initial setup of a home-based work site such as remodeling, furniture, lighting, repairs or modifications of the site or similar costs. Employees should establish an appropriate environment within their home for work purposes and consult with a tax expert regarding home office tax breaks.
 13. An employee who telecommutes is solely responsible for any and all implications due to working in a remote location.
 14. Injuries sustained by an Employee while working at his/her remote location which occur in conjunction with regular work duties or while traveling between two different remote locations, generally are covered by the MCC's Workers' Compensation policy. An employee shall also contact their supervisor and Risk Management as soon as possible and complete appropriate forms regarding the injury. MCC is not responsible for third-party injuries or property damage at a home-based site or activities that occur at the home-based site that are not in conjunction with the employee's job responsibilities as outline in the Telecommuting Agreement.
 15. In situations where a remotely assigned Employee has a change in his/her reporting relationship to a new supervisor, the remote assignment must be discussed to determine if any modifications are necessary and subsequently approved by the new manager.

EQUIPMENT AND
RESPONSIBILITIES

The following outlines Equipment and Responsibilities.

1. The College shall not pay any operating costs that are associated with use of a personal residence as a home-based telecommuting site, including, but not limited to insurance, utilities, and home maintenance (internet service).
2. The College may provide equipment and supplies to an employee who is telecommuting for the purpose of completing a special project or for occasional use, and this type of ad hoc telecommuting arrangement is subject to the requirements of a Telecommuting Agreement.
3. Employees asked to come into the office will not be compensated for travel expense, as coming into the office when requested is part of the expected duties of Employees.
4. An employee's supervisor in consultation with IT personnel, shall determine the equipment and services that are needed for an employee to telecommute, including, but not limited to hardware, software, modem, telephone, data line, facsimile equipment and printer. IT personnel shall maintain the equipment. Any employee-owned equipment is the sole responsibility of the employee. A supervisor or IT personnel may change equipment at a home-based site at any time. An employee may use College equipment for business purposes subject to the College's Computer Use Policy and regulations regarding incidental personal use.
5. An employee who is telecommuting must sign an inventory list that reflects all College equipment or other property used in telecommuting and must agree to take appropriate action to protect College property from damage or theft. If at any time MCC IT personnel require access to the MCC owned equipment, it will be the employee's responsibility to transport the equipment to MCC. That transportation of the equipment must meet all security requirements set forth in MCC's security policies. IT will not be responsible for diagnosing or troubleshooting any issues with the employee's internet connection or personal equipment.
6. The College shall supply an employee who is telecommuting with appropriate office supplies for exclusive use in completion of job responsibilities. The College shall reimburse an employee for reasonable business-related expenses incurred as a result of job responsibilities. All applicable MCC

TELECOMMUTING

3.40090 DP
DISTRICT PROCEDURE

policies and procedures apply for reimbursement of expenses. Any expenses above reasonable and customary (paper, pens, post it notes, printer cartridge) must be approved in advance in order to receive reimbursement

7. As with all employment, any products, documents and records developed while telecommuting are the property of Metropolitan Community College.
8. After the Initial Period has passed, supervisors are required to perform quarterly discussions with employees working remotely. These should be documented in the Performance Appraisal System, and also discussed at the Annual Performance Appraisal.

INITIAL PERIOD

During the initial period of telecommuting (generally 60-90 days), a supervisor may have frequent interaction by telephone, email or other communication devices with the employee. Bi-weekly face-to-face meetings to discuss performance, progress and issues arising from telecommuting is advised. An employee shall be accessible through various forms of communication during agreed upon working hours.

REVOCAION OF
TELECOMMUTING

An employee or an employee's supervisor may discontinue the Telecommuting Agreement at any time for any reason. Generally, the party who cancels this agreement shall give 14- calendar days' notice to the other party unless circumstances warrant a shorter or longer notice period as determined by the supervisor. When a Telecommuting Agreement ends, an employee will be assigned other space.

DISABILITY
ACCOMODATION

Employees with a disability may be able to use a remote work arrangement as a method of reasonable accommodation, as long as the arrangement does not create an undue burden on MCC. If a request for a remote work arrangement is made for Accommodation under the Americans with Disabilities Act, the Human Resources Department must be contacted to determine an Employee's applicable rights and whether, and to what extent, to make an accommodation. A Telecommuting Agreement will still be required in these situations.

REFERENCE

3.40090 BP Telecommuting Board Policy