



- 2.6 Telecommute Agreement: approved format documenting agreement between the immediate supervisor and applicant for use of telecommunications and computer technologies that allows an employee to perform some or all of his/her assigned duties at other than the normally assigned workplace.

### **3.0 Eligibility**

- 3.1 To be approved for telecommuting, a plan must be developed that meets the following conditions:
- 3.1.1 Approval of the telecommute arrangement shall have no negative impact on:
    - 3.1.1.1 The employee's or another employee's performance,
    - 3.1.1.2 Student and/or customer service,
    - 3.1.1.3 Inter-departmental communications, or
    - 3.1.1.4 The efficiency or effectiveness of work coordination between interdependent work units.
  - 3.1.2 Employee has passed any applicable probationary or trial service period and has displayed satisfactory job performance over the past two years.
  - 3.1.3 Approval of both the employee and the immediate supervisor, indicating agreement on the telecommuting conditions and restrictions.
  - 3.1.4 Authorization by the President, Vice President or appointing authority approving of the specific telecommuting agreement between the employee and his/her immediate supervisor.
- 3.2 To apply for a telecommuting arrangement, an employee and his/her immediate supervisor must complete the following, without exception:
- 3.2.1 Telecommuter Application,
  - 3.2.2 Telecommuter Agreement, and
  - 3.2.3 Authorization for Temporary Checkout of Equipment form,
  - 3.2.4 Review of CBC Employee Acceptable Use Guidelines for CBC Technology Resources.
- 3.3 Teleworking shall not be used as a substitute for dependent care. Teleworkers shall make necessary arrangements for their dependents during the agreed upon work hours to ensure the successful completion of the teleworker's assigned work duties.

### **4.0 Telecommuting Agreement**

- 4.1 Each teleworking arrangement must address the following three aspects;
- 4.1.1 Conditions of employment while teleworking,
  - 4.1.2 Guidelines for the alternate work site, and
  - 4.1.3 Rules regarding CBC's equipment and supplies.
- 4.2 As each teleworking arrangement will be unique, an agreement may contain specific rules and conditions under each of these aspects that the employee, supervisor and CBC have identified as important to ensure that particular arrangement is successful.
- 4.3 The employee and the employee's immediate supervisor must complete a formal Telecommuting Agreement and gain approval by the appropriate authority before any telecommuting arrangement can begin. The agreement shall include the following:
- 4.3.1 A work schedule,
  - 4.3.2 The physical location of the alternate worksite,
  - 4.3.3 A brief description of how the duties of the position will be carried out and where each duty will take place (i.e., at an alternate worksite, on-site),
  - 4.3.4 Communication procedures to be used,
  - 4.3.5 What equipment and/or supplies (including computer hardware/software configurations) will be used and who will provide them, and
  - 4.3.6 Any applicable data security procedures.

- 4.4 Telecommuter agreements shall not exceed one-year in duration and must provide specific time intervals for meetings and communication with the employee's supervisor, co-workers, students, and other constituents as appropriate. CBC's business and operational needs take precedence over telecommuting and may justify termination of the agreement.
- 4.5 A copy of the Teleworking Agreement will be kept on file with the teleworker's supervisor, and the original will be filed in the Human Resources Office.

## **5.0 Conditions of Employment While Teleworking**

- 5.1 The duties, obligations, and job responsibilities assigned to the employee will remain the same while telecommuting.
- 5.2 During a teleworking agreement the employee's salary, benefits and other employer insurance coverage shall remain in effect.
- 5.3 Existing Department of Personnel Rules or collective bargaining agreements governing leave, hours of duty and scheduled workweek; Fair Labor Standards Act (FLSA) and Washington's Minimum Wage Act rules governing overtime; and CBC policies and procedures will continue to apply to CBC telecommuters.
- 5.4 Employees remain obligated to comply with all agency rules, policies, practices and instructions. Failure to do so may result in the termination of the telecommuting agreement and/or disciplinary action, up to and including termination of employment.
- 5.5 Performance evaluation requirements for teleworkers shall not differ from non-teleworkers.
- 5.6 In the event circumstances prohibit the teleworker from performing his or her assigned duties while teleworking, the teleworker shall immediately notify his or her supervisor for further work direction.
- 5.7 Vacation, sick and other leave while telecommuting will continue to require appropriate signatures and prior approval by the employee's supervisor.
- 5.8 All sick leave will be reported by the employee to his/her supervisor as per applicable collective bargaining agreements and/or CBC policies and procedures.
- 5.9 Telecommuters will be expected to check their E-mail, voice mail and remain accessible by direct phone during approved telework hours identified in the Telecommuting Agreement.
  - 5.9.1 Telecommuters who for any reason cannot be reached or will not be able to be reached by their immediate supervisor must inform, either by direct phone or by e-mail, their supervisor prior to being unavailable at their alternate workplace. Failure of a telecommuter to notify his/her supervisor in advance shall result in termination of the agreement.

## **6.0 Conditions for Alternate Work Site Training and Information**

- 6.1 CBC is responsible for providing standards to ensure a safe and healthy work environment for the teleworker at an alternate worksite. The employee will agree to follow these standards and safe working procedures.
- 6.2 CBC retains the right to make on-site inspections to ensure safe working conditions exist at the alternate worksite.

- 6.3 When the teleworker's alternate worksite is in the home, the teleworker shall be responsible for maintaining a designated workspace in a safe, healthy, professional, and secure manner. Failure to do so may be cause for termination of the telecommuting agreement.
- 6.4 It is the employee's responsibility to immediately report to his/her supervisor any/all industrial accident(s) occurring as a result of performing job related responsibilities.
  - 6.4.1 Since the employee's alternate workplace will be considered an extension of CBC's workplace, the State's liability for job-related injuries to the employee will apply. Since the workplace and home will be one in the same, worker's compensation will not apply to non-job related injuries that might occur in the home.

## **7.0 Equipment and Supplies**

- 7.1 If the alternate work site is the employee's home, the employee will be encouraged to utilize his/her own equipment. If CBC equipment is used, the employee will be responsible for the protection and security of the equipment until it is returned to CBC.
  - 7.1.1 If CBC equipment on loan to a telecommuter is damaged or stolen while in the possession of the telecommuter, repair and/or replacement of the equipment is the responsibility of the telecommuter.
  - 7.1.2 A form for temporary use of equipment away from CBC campus must be completed.
  - 7.1.3 Telecommuters should check their Homeowner's policy for coverage of CBC equipment in case the equipment is damaged or stolen at the teleworker's residence.
- 7.2 If the alternate worksite is other than the employee's home, CBC will have responsibility for providing the appropriate equipment.
- 7.3 The supervisor may arrange for the telecommuter to connect on CBC's network through the CBC Information Systems Department.
- 7.4 If a SCAN number is assigned to the employee, it will be used solely for work related calls. Work related, long distance call charges using other carriers will be reimbursed according to existing CBC procedures.
- 7.5 Telecommuters using their own computer equipment must certify that they have installed recent virus protection software.
- 7.6 To protect confidentiality and guard against data contamination, teleworkers shall follow CBC approved data security procedures at their alternate worksite.
- 7.7 Teleworkers using CBC-provided computer software shall adhere to the manufacturer's licensing agreements, including the prohibition against unauthorized duplication. The teleworker will not load non-business software on CBC-provided computers and will follow the CBC Employee Acceptable Use Guidelines for CBC Technology Resources at all times. CBC software that has an "on site license contract," cannot be installed on an employee owned computer.
- 7.8 Office supplies for use by teleworkers at their alternate worksites shall be provided by CBC and should be obtained during the teleworker's in-office work periods. Out-of-pocket expenses for supplies or services must be pre-approved and will be reimbursed according to existing College procedures.

## **8.0 Termination of Agreement**

- 8.1 Telecommuting arrangements are for mutual benefit and are not an employee right. No telecommuting agreement will be approved beyond one year, although subsequent agreements can be reached for subsequent periods. Telecommuting agreements must meet the operational needs of CBC and failure of an agreement to meet operational needs shall be grounds for immediate termination of the agreement. Further, the agreement may be terminated by either the employee or the immediate supervisor for any reason upon reasonable notice to the other party.
- 8.2 CBC will use a fair and consistent process for determining which applications for telework are approved. CBC Human Resources Office will provide consultation for the proper implementation of teleworking.