

OWENS COMMUNITY COLLEGE
PROCEDURES

Cybercommuting

Board Policy No.: 3358:11-4-18

PROCEDURES AND GUIDELINES:

Cybercommuting-is a voluntary work alternative and approval is at the convenience and sole discretion of the college and is reviewed on a case-by-case basis. These procedures serve as guidelines for formal cybercommuting arrangements.

1. Eligibility. An employee is eligible to apply for cybercommuting as a voluntary work alternative. All eligible employees will discuss cybercommuting/remote work arrangements with their supervisor in preparation for a pandemic or other catastrophic incident. A signed Cybercommuting Work Agreement (found on the Intranet, Forms Directory) should be on file with Human Resources.
2. Suitability. Before entering into any formal cybercommuting agreement, the employee and supervisor, with the assistance of Human Resources department, will evaluate the suitability of such an arrangement with particular attention to the following areas:
 - Employee Suitability - the employee and supervisor will assess the needs and work habits of the employee.
 - Job Responsibilities - the employee and supervisor will discuss the job responsibilities and determine if the job is appropriate for the arrangement.
 - Equipment needs, work space design considerations and scheduling issues.
 - Tax and other legal implications for the business use of the employee's alternate location on IRS and state and local government restrictions. Responsibility for fulfilling all obligations in this area rests solely with the employee.

Generally, requests will not be approved when:

- The employee has less than six months of service.
- The nature of the job requires the employee's physical presence (e.g. remote work may not be appropriate for an employee who closely supervises the work of other employees or requires face-to-face contact to provide effective customer service), or when efficiency is compromised when the employee is not present.
- The employee's performance evaluations do not indicate sustained high performance.
- The employee's observed productivity levels are problematic.
- The employee requires close supervision as indicated, for example, by the employee's consistent need for guidance on technical matters.
- The employee's current assignment requires frequent supervision, direction or input from others who are on-site.
- The employee has received disciplinary action or has a demonstrated attendance problem.

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Remote work from home is not intended to permit employees to have time to work at other jobs, run their own businesses, or to accommodate child care needs. An employee's failure to fulfill both qualitative and quantitative work requirements, whether under a traditional employment arrangement or a cybercommuting agreement, may be cause for disciplinary action, up to and including termination.

3. **Trial Period.** If the employee and supervisor agree, and the Human Resources designee concurs, a draft cybercommuting agreement will be prepared and signed by all parties and a trial period will commence.
4. **Work Schedule.** The employee and supervisor will agree on the number of days per week, the work schedule the employee will customarily maintain, and the manner and frequency of communication. Regardless of the location of the workstation or the time of day actual work is accomplished, all full-time college employees and all part-time employees are expected to work their designated number of hours per week. Employees are expected to follow supervisor-approved work schedules; management has the final decision regarding an individual's work schedule and location. The employee agrees to be accessible by phone or other agreed upon method within a reasonable time period during the agreed upon work schedule.
5. **Equipment.** Owens Community College will determine, with information supplied by the employee and the supervisor, the appropriate equipment needs for each cybercommuting arrangement on a case-by-case basis. The Human Resources and Information Technology departments will serve as resources in this matter.

Equipment supplied by the organization will be maintained by the organization. Equipment supplied by the employee, if deemed appropriate by the organization, will be maintained by the employee. Owens Community College accepts no responsibility for damage or repairs to employee-owned equipment. Owens Community College reserves the right to make determinations as to appropriate equipment, subject to change at any time. Equipment supplied by the organization is to be used for business purposes only. The cybercommuter may be asked to sign an inventory of all office property and agrees to take appropriate action to protect the items from damage or theft. Upon termination of employment all college property will be returned to the college, unless other arrangements have been made.

6. **Work Environment.** The employee will establish an appropriate environment for work purposes. Owens Community College will not be responsible for costs associated with initial setup of the employee's remote work space such as remodeling, furniture or lighting, nor for repairs or modifications to the remote work space.
7. **Security and Confidentiality.** Consistent with the college's expectations of information asset security for employees working at the office full-time, an employee will be expected to ensure the protection of proprietary college and customer information accessible from their alternate work site. Steps include, but are not

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limited to, use of secured locked file cabinets and desks, regular password maintenance, and any other steps appropriate for the job and the environment.

8. **Illness and Injuries.** Injuries sustained by the employee while at their remote work location and in conjunction with their regular work duties are normally covered by the college's workers' compensation program. As such, the employee is responsible for notifying the employer of such injuries in accordance with college worker's compensation procedures. The employee is liable for any injuries sustained by visitors to their work site.

An injury or illness will be considered work-related if it occurs while the employee is performing work for pay or compensation in the alternate work location, if the injury or illness is directly related to the performance of work rather than the general alternate work location environment or setting. Injuries and illnesses occurring while the employee is working for pay or compensation in the alternative work location will be treated like injuries and illnesses sustained by employees while traveling on business.

Employees cannot work from an alternate work location during medical leave without their physician's written authorization.

9. **Liability.** Owens Community College assumes no liability for injuries occurring in the employee's alternate work location workspace outside of work hours. Employees should note that some homeowner policies do not automatically cover injuries arising out of, or relating to, the business use of the home. For the employee's protection, employees should have their homeowners/tenants liability policy endorsed to cover bodily injury and property damage to all third parties arising out of or relating to the business use of their home. Employees who live in rented property should be aware that their lease may not permit business use of the premises.

The College accepts no responsibility whatsoever for the safety, security or suitability of any alternative work site. The College also accepts no responsibility for the personal property of any employee.

10. **Evaluation.** Evaluation of remote work performance may include daily interaction by phone and e-mail between the employee and the supervisor, and weekly face-to-face meetings to discuss work progress and problems. At the conclusion of the trial period the employee and supervisor will each complete an evaluation of the arrangement and make recommendations for continuance or modifications. Evaluation of remote work performance will be consistent with that received by employees working at the office in both content and frequency but will focus on work output and completion of objectives rather than time-based performance.
11. **Communication Plan.** An appropriate level of communication between the employee and supervisor will be agreed to as part of the discussion process and will be more formal during the trial period. After conclusion of the trial period, the supervisor and employee will communicate at a level consistent with employees working at the

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office or in a manner and frequency that seems appropriate for the job and the individuals involved.

12. Overtime. An employee who is not exempt from the overtime requirements of the Fair Labor Standards Act will be required to record all hours worked in a manner designated by the organization. Hours worked in excess of those specified per day and per work week, in accordance with state and federal requirements will require the advance approval of the supervisor. Failure to comply with this requirement can result in the immediate cessation of the cybercommuting agreement.
13. Child Care. Remote work from home is NOT designed to be a replacement for appropriate child care. Although an individual employee's schedule may be modified to accommodate child care needs, the focus of the arrangement must remain on job performance and meeting business demands. Prospective employees are encouraged to discuss expectations of remote work from home with family members prior to entering into a trial period.
14. Termination of Agreement. The availability of the cybercommuting agreement as a flexible work arrangement for employees of Owens Community College can be discontinued at any time at the discretion of the employer. Every effort will be made to provide advance notice of such a change. There may be instances, however, where no notice is possible.
15. There shall be no additional pay for remote work from home. Nor shall mileage be paid for transportation between and employee's location and Owens Community College campuses.

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