

# Yuba Community College District

## Pilot Teleworker Program: Guidelines

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## Handbook



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## Overview

Teleworking, also called telecommuting, is a workplace option that may have the potential to enable employees to do productive work away from the traditional office. Technological advances have made it easier to work at any time and from anywhere, and our recent experiences with widespread stay-at-home orders issued because of a worldwide public health crisis have shown us that much work can be done when teammates are far apart, but united in purpose and on task. Thus, teleworking can be a practical solution to environmental, public health, and other quality of life issues, as well as to work-life challenges.

Telework clearly has important implications for individuals and the YCCD community, changing our notion of what it means to “go to work,” and challenging us to see how we can maintain a sense of community and shared mission even if we have employees who are not always physically located on one of our campuses or centers.

YCCD has created a one-year pilot program effective August 1, 2021, to allow certain employees occupying certain positions to telework on an approved schedule. The District can then carefully review under what conditions, and under what schedules, a telework arrangement may be allowed and monitor and evaluate that program with the leadership of the colleges, the District Services Office, and our unions.

Our interest is to explore telework options when they have the best chance for success, and only when they enhance, rather than detract from, our ability to provide the best service for our students. This handbook will outline the compliance conditions and requirements for a teleworking arrangement to have the greatest opportunity for success.

***Participation in the telework program is optional and available for positions that meet the specific eligibility requirements, and telework arrangements are required to be authorized by the colleges and district as outlined in this document.*** The District reserves the right to disallow teleworking for all employees or for a specific employee.

All employees engaged in teleworking must participate in training. This training will include a review of:

1. The provisions of the telework agreement, and
2. The technology required to support the agreement, including collaboration and meeting software, and technology required to safeguard confidentiality of District records.

The onboarding training shall be completed no more than sixty days (60) after execution of a teleworker agreement.

In addition to telework training, a written agreement between the District or college and employee outlining the specific work arrangement is required (Appendix 1). This agreement is mandatory regardless of the type of telework approved, whether for a regular ongoing, one-time, short-term, or episodic telework arrangement.

## Section 1: General Provisions

### A. Policy Statement

It is the policy of the Yuba Community College District to permit telework arrangements as provided by this policy when it will positively contribute to student success, is in the best interests of the District and colleges, and when it will enhance the productivity of the employee.

### B. Scope

This policy applies to District and college classified, faculty, and administrative staff in professional positions. It does not apply to faculty, classified, or administrator positions that require student status/face-to-face student contact as a condition of employment.

### C. Definitions

1. The “principal location” is the main college, satellite centers or district office of YCCD.
2. A “regularly assigned place of employment” is the location on the district property where an employee usually and customarily reports for work or where work is performed.
3. “Teleworking” is an authorized work arrangement that involves an employee working at a different, defined location—usually their home—that is not the regularly assigned place of employment. Teleworking may be for a very short period of time, e.g., two days or two weeks, or may become the “normal” mode of work for a particular employee indefinitely.

#### **D. Teleworking and the Employment Relationship**

Teleworking includes alternative work arrangements available to employees whose job duties are appropriate for such assignment. The decision to authorize these options is within management's sole discretion based on the nature of the work being performed and other business considerations. A teleworking agreement (see Appendix 1) must be completed and signed by the employee, the employee's supervisor, and the appropriate vice chancellor (district office employees) or the college president (college employees). The arrangement is voluntary, and participation does not alter an employee's employment relationship with the District, nor does it relieve an employee from the obligation to observe all applicable District rules, policies, and procedures. All existing terms and conditions of employment, including but not limited to the position description, salary, benefits, vacation, sick leave, and overtime, remain the same as if the employee worked only at their regularly assigned place of employment.

#### **E. Agreement and Approvals Required**

A teleworking agreement must be completed and signed by the employee, the employee's supervisor, and the appropriate vice chancellor (district office employees) or the college president (college employees) prior to beginning the teleworking arrangement. A copy of the agreement will be placed in the employee's personnel file.

The agreement must contain at least the following information:

1. **Description of Work.** The agreement must contain a description of the general nature of the work to be performed by the participating employee, as well as a typical work project or assignment, or a description detailing the work to be performed. The description of the work shall indicate whether there are any duties listed in the employee's normal job description that will be affected by the telework arrangement and specify how that work will be completed. For instance, if the job description requires that the employee participate in weekly staff meetings, the description of the work shall specify how, through technology or other arrangement, this will be accomplished.
2. **Workspace and Technology.** The employee must attach to his or her agreement a photo or video of the area where work will be performed, including a description of the location of the furniture, equipment, and electrical outlets.

3. Expected or requested duration of the arrangement.
4. Period of review of agreement, which is separate and apart from employee performance evaluations.

## Section 2: Eligibility Requirements

### A. Eligibility Criteria for Teleworking

Prior to the pandemic, the normal rule has always been that college and district employment duties should be performed at college and district worksites. This pilot program will explore whether this should continue to be the norm for all positions, all the time. Alternative work arrangements may now be considered appropriate when certain factors coexist to create a reasonable certainty that the telework arrangement will be successful. Those criteria include, but are not limited to:

1. The degree of face-to-face interaction with other District employees, students, and the public that the employee's position requires;
2. The position's need for direct and frequent supervision is minimal;
3. The work can be performed efficiently and effectively from a different location without disruption to the District's functions;
4. There are an adequate number of employees performing similar work on site to deliver an appropriately high level of customer service, including employees who can trade off working remotely and working on site;
5. The ability of the employee to perform their specific job duties from a location separate from their District worksite without diminishing the quantity or quality of the work performed;
6. The portability of the employee's work;
7. The risk factors associated with performing the employee's job duties from a location separate from his or her District worksite;
8. The ability to measure the employee's work performance from a location separate from his or her District worksite;
9. The employee's supervisory responsibilities;
10. Other considerations deemed necessary and appropriate by the employee's supervisor; and

11. The worksite for the telework meets requirements for productivity, safety, efficiency, and confidentiality. Specifically, the worksite must have an uninterrupted internet connection with minimum download speeds of 10 mbps and upload of at least 5 mbps available for employee use.

Supervisors may apply more rigorous criteria when determining whether an employee and position are appropriate for alternative work arrangements depending on the nature of the work and the need for confidentiality. The application of those criteria will be communicated to the employee if different from that which is spelled out above.

## **B. Supervisory Considerations**

Supervisors have the discretion to recommend approval or denial of an employee's request for teleworking based on job or business-related criteria. A supervisor's discretion to recommend or not recommend individual employee participation will be guided by factors contained herein. The decision whether to allow teleworking resides with the college president, chancellor, or designee.

After a teleworking agreement is approved, the supervisor will use reasonable efforts to provide the appropriate technology, equipment, supplies, and other assistance for the employee to perform his or her job successfully through teleworking.

Supervisors and the teleworking employee must ensure that all sensitive and confidential information relating to District and college work is protected and secured when the employee is accessing and storing information from the remote location.

## **C. Employee Considerations**

In general, teleworking is appropriate only for non-probationary employees (with the exception of employees subject to probation as a result of internal promotion) who:

1. Have the abilities to successfully organize, manage time, and work independently and productively with minimal supervision;
2. Have at least a satisfactory work performance history;
3. Have not been disciplined for performance-related issues in the last one year and are not on a required performance improvement plan;
4. Have a thorough knowledge and understanding of their job functions and the equipment required for the alternative work arrangement;

5. Have access to a remote worksite that is safe and free from interruptions;
6. Are able to provide the security necessary to adequately protect any District information and equipment used at the remote worksite;
7. Have work that is portable, meaning that employees must be able to reasonably complete their assignments without physically interacting with equipment, systems, or people who are at a campus worksite;
8. Have work that is amenable to remote evaluation, both in terms of quantity and quality;
9. Do not require constant face-to-face supervision in order to telework.

#### **D. Position/Project Considerations**

1. In general, positions that may be considered for teleworking arrangements are those:
  - a. Whose job functions can be performed at a remote site without diminishing the quality of the work or disrupting the productivity of a unit;
  - b. That do not require an employee's presence at the regularly assigned place of employment on a daily or routine basis;
  - c. That allow for an employee to be as effectively supervised as he or she would be if the job functions were performed at the assigned place of employment;
  - d. That have an emphasis on the electronic production and/or exchange of information by use of collaboration, including meeting technology, using computers or telephones;
  - e. That involve measurable or quantifiable work product;
  - f. That have minimal or flexible need for specialized materials or equipment available only at the regularly assigned worksite;
  - g. That have working conditions where they can remain compliant with California laws and regulations, District policies, and collective bargaining agreements while teleworking;
  - h. That do not provide crucial office or workplace coverage necessary for the smooth operations of the campus or district unit to which they are assigned.

2. In general, positions that are **not** suitable for teleworking are:
  - a. Those involving significant face-to-face customer service duties, like library clerks, office receptionists and assistants, or cashiers.
  - b. Those involving interaction with, and improvement to, campus facilities, such as custodial, maintenance, and grounds employees, or hardware technology employees.
  - c. Those involving significant supervision of personnel and offices that cannot be effectively done via meeting technology.
  - d. Those that involve significant face-to-face interaction with other employees and/or students that cannot be accomplished using meeting technology.
  - e. Those requiring specialized equipment, supplies, or materials available only at the worksite.
  - f. Those involving confidential documents or information that cannot be reliably secured through current technologies used in remote work.

#### **E. Alternate Worksite Considerations**

The alternate worksite will be the exclusive area that the employee will work while teleworking. This site must conform to certain minimal standards.

1. Employee responsibility regarding worksite:
  - a. Employees participating in teleworking must have and maintain a healthy and safe environment at the remote worksite, including considerations of lighting, ergonomic correctness, and air and temperature quality.
  - b. Employees are responsible for maintaining an uninterrupted internet connection which meets the minimum 10 mbps download speed and 5 mbps upload speed.
  - c. Non-work-related events and activities may not be allowed to disrupt or interfere with work at the remote worksite.
  - d. The employee may be required to provide a current photo or live video of the workspace, to be attached to the agreement that shows the adequacy of lighting, ergonomic arrangement of furniture and equipment, and other important health and safety aspects of the worksite.

- e. The employee must ensure that all protective software and other firewall technology is installed and used on all equipment at the remote location.
- f. For employees with dependent care obligations, the employee must have adequate dependent care arrangements while teleworking and shall ensure dependent care will not interfere with work responsibilities. Employees will ensure that the alternate worksite is quiet and reasonably free of distractions.

## 2. Equipment & Supplies

- a. The employee will describe and present to the supervisor a request for office equipment, hardware, software, communication needs and office supplies needed to participate in teleworking from a remote worksite. The supervisor will review the request for approval for purchase or reimbursement.
- b. The District will not reimburse the employee for any costs not pre-approved by the supervisor. Purchases or reimbursement shall be provided in accordance with applicable District policies. The District will not reimburse employees for out-of-pocket expenses for materials and supplies that are reasonably available at the regularly assigned place of employment.
- c. Only District-approved software shall be used for connecting with the District's network from the remote worksite. Employees who are participating in teleworking shall run District-prescribed anti-virus software at all times and follow all District information security rules, copyright laws, and manufacturers' licensing agreements.
- d. District equipment located at the remote worksite is subject to all policies and restrictions related to the use of state-owned property. Only the employee working under this agreement may use District-owned equipment and software, and this use will be for college or district related business purposes only. Participating employees are responsible for any equipment and software that is used at the remote worksite and accept financial responsibility for any equipment that is lost, stolen, or damaged because of the employee's negligence, misuse, or abuse. The employee will report to his or her supervisor any loss, damage, or unauthorized access to the District's equipment, immediately upon discovery of such loss, damage, or unauthorized access.

## Section 3: General Duties and Obligations

- A. All existing duties, obligations, responsibilities, and conditions of employment remain unchanged. Telecommuting employees are expected to abide by all District and departmental policies and procedures, rules and regulations, applicable collective bargaining agreements, and all other official District documents and directives. Employees authorized to perform work at an Alternate Worksite must meet the same standards of performance and professionalism expected of District employees in terms of job responsibilities, work product, timeliness of assignments, and contact with other District employees and the public.
- B. Employees shall exercise the same precautions to safeguard electronic and paper information, protect confidentiality, and adhere to the District's records retention policies, especially as it pertains to the Public Records Act. Employees must safeguard all sensitive and confidential information (both on paper and in electronic form) relating to District work they access from the Alternate Worksite or transport from their District worksite to the Alternate Worksite. Employees must also take reasonable precautions to prevent third parties from accessing or handling sensitive and confidential information they access from the Alternate Worksite or transport from their District worksite to the Alternate Worksite.
- C. **Work Schedules/Employee Availability**
  - 1. **Work Schedules.** An alternative work arrangement does not alter the employee's work schedule. Proposals for a telecommuting work schedule must follow the rules of the applicable collective bargaining agreement or working conditions document.
  - 2. **Employee Availability and Communication.**
    - a. Participating employees shall be available for communication and contact during teleworking as they would be if working at their regularly assigned place of employment. Employees must be accessible via telephone, email, videoconference, Instant Messaging (Teams) or network access to their supervisor and other District employees while telecommuting, as if working at their District worksite. Employees shall check their District-related business phone messages and emails on a consistent basis, as if working at their District worksite.

- b. The District may require that certain employees who have a telework agreement report to the regular place of employment at a specified interval, or for specified projects. Employees will also be available for onsite meetings and other District and college events when attendance is requested by their supervisor. Supervisors will attempt to provide five (5) working days' notice, if practicable, when an employee's attendance on site is required.
3. Work Documentation, Timekeeping, and Leaves
    - a. Work Documentation. Participating employees and supervisors should identify work items for review and discussion on an ongoing basis to ensure that tasks are fully described and timely performed and/or completed. The use of shared drives, document/project workspace, or project management tracking charts may be required.
    - b. Overtime and compensatory time. The same rules that apply to overtime and compensatory time for employees who report to the campus for work also apply to employees with a telework agreement. Supervisors and non-exempt employees who are entitled to overtime shall set a work schedule. Non-exempt employees may not work overtime without prior written permission from their supervisor. Non-exempt employees may not work on weekends or holidays without prior written permission from their supervisor.
    - c. Breaks. Non-exempt employees must take breaks, including meal periods, just as they would if they were reporting to work on campus.
    - d. Leave. Pursuant to established District policies and collective bargaining agreements and working conditions, all employees must obtain supervisory approval before taking available leave.
    - e. Emergencies. Employees participating in the telework program may be required to work when their counterparts on campus cannot work, such as during inclement weather, emergency building closures, etc. Conversely, employees participating in the telework program will notify the District when the weather, emergency closure, or other unforeseen instances prevent them from working at the alternate worksite.
4. Liability issues
    - a. Injuries at Remote Worksite. The District assumes no liability for injury at the remote worksite to any other person who would not be in the

work area if the duties were being performed at the regular place of employment. An employee injured while participating in teleworking must notify his or her supervisor immediately and complete all requested documents. Workers' compensation rules apply to injuries arising out of and in the course and scope of employment.

- b. Damages to Personal Property and Operating Costs. The District will not be liable for damages to employee-owned equipment being used in teleworking or that may result from teleworking. The District will not be responsible for operating costs, home maintenance, or any other incidental costs (e.g. utilities, telephone, insurance) associated with the use of the employee's residence for teleworking, unless specifically provided in advance and in writing.
- c. The alternative workspace must be in the state of California to participate in this program.

#### 5. Duration of Agreements

- a. The District may terminate a teleworking agreement at any time. Parties will give reasonable notice of the intent to terminate the agreement. See "Termination" section below.
- b. Termination of the telework agreement does not affect the underlying employment relationship.
- c. Paragraph a. notwithstanding, teleworking agreements are anticipated to remain in effect for a six-month trial period, at the end of which is an employee telework review event. If the telework review results in positive employee and project performance results, the agreement will remain in effect and continue in accordance with the procedures set forth in this policy. The telework review may inform but will not replace the normal performance evaluation.
- d. The 6-month review conducted pursuant to this section will be considered in a decision to terminate the telework agreement. However, if the employee's normal evaluation period is during the trial period, the supervisor will conduct a performance evaluation as well as the telework review evaluation. Although the purpose of the teleworker review is to evaluate the feasibility of teleworking, conduct that relates to an employee's overall performance may be included in the employee's yearly evaluation.

## 6. Termination of Agreement

- a. Employees may request teleworking be terminated upon ten (10) District business days' written notice. Supervisors will make every reasonable attempt to respond to the request within five (5) District business days.
- b. The District may terminate the agreement upon ten (10) District business days' notice. The District may terminate without a notice period if it finds any violations of District policy, a violation of the conditions of the agreement, or when there is a relevant change in District policy or law.
- c. When the agreement is terminated, the employee must promptly return all notes, data, reference materials, sketches, drawings, memoranda, reports, records, equipment, software, supplies, and any other District property in the employee's possession or control.
- d. The District shall not be held responsible for costs, damages, or losses associated with the termination of the agreement.

## APPENDIX I YCCD TELEWORKER AGREEMENT

This telework agreement between Yuba Community College District (YCCD) and \_\_\_\_\_ (Employee) describes the terms and conditions of participation in the telework program.

1. Employee participation in the telework program is voluntary and not a guaranteed right, and the employee will adhere to all applicable guidelines and policies.
  
2. DESCRIPTION OF GENERAL NATURE OF THE WORK (include typical work projects; attach job description; if job description lists duties affected by telework, specify how that work will be completed, describe how collaboration with supervisor and other employees will be achieved; be specific):
  
  
  
  
  
  
  
  
  
  
3. During the hours the employee is on duty, he/she must be accessible by telephone, Microsoft Teams Chat or its equivalent, Zoom, and e-mail at all times, excluding normal breaks and lunch time. The parties agree to use the following types, levels, and frequency of communication:
  
  
  
  
  
  
  
  
  
  
4. Frequency of telework (check one):  
 \_\_\_\_ Regular (complete “a” below)    \_\_\_\_ Episodic/Situational (complete “b” below)
  - a. For Regular Telework: A regular telework employee will work on the schedule below, which is the employee’s normal work schedule.

Monday	Tuesday	Wednesday	Thursday	Friday

For an 8-hour day, the employee agrees to take a 20-minute paid break roughly in the middle of each 4-hour period, and to take at least a 30-minute unpaid, uninterrupted lunch break midway through the day.

- b. For Episodic/Situational Telework: Approval of this agreement enables the employee to participate in the telework program. *If the situational need involves a medical or health issue, participation also must involve consultation with the Human Resources Office.\** The employee must obtain approval in advance for **each** episodic telework situation.

The employee expects to telework at the following times, and report to the campus for the rest of his/her work schedule:

Monday	Tuesday	Wednesday	Thursday	Friday

From [date] \_\_\_\_\_ to [date] \_\_\_\_\_

- 5. The employee’s alternate worksite is located at:  
Address/City/St/Zip: \_\_\_\_\_  
\_\_\_\_\_ Photo and/or live video is attached.
- 6. The telephone number(s) at the employee’s approved alternate worksite are:
- 7. The employee agrees to provide a work area adequate for the performance of official duties. This includes, but is not limited to, assuring that the home’s electrical system is adequate for the use of District-owned equipment, assuring that there will not be any unauthorized use of District-owned equipment, and safeguarding District-owned equipment and information from external elements, personnel, children, and pets.
- 8. The requirements and procedures for the employee’s time and attendance reporting at the home office are the same as for their regular work site. Requests to use leave must be made in accordance with established District procedures.
- 9. Any overtime or compensatory time must be approved in writing by the employee’s supervisor in advance.
- 10. Participation in the telework program can be suspended or terminated, as appropriate, for failure to comply with or meet the provisions of this agreement, or for other reasons at the District’s discretion. Upon the termination of the agreement and/or employment, the employee will cooperate with the supervisor to return all District property as directed, in a safe and expedient manner.

- 11. The employee agrees to report work-related injuries to the supervisor at the earliest opportunity. The employee agrees to hold the District harmless for injury to third parties at the alternate worksite.
- 12. Violation of any of the terms and conditions of this Agreement or the Teleworker Handbook may result in termination of the Agreement and discipline up to and including termination.

Yes No I have a valid virtual desktop (VDI) account

Yes No I have reliable internet access at my home that meets the 10 mbps download and 5 mbps upload requirements.

Yes No I have access to the Virtual Private Network (VPN).

Yes No I commit to taking telework training in the next 60 days.

Yes No I have provided a picture or live video of my home workspace.

I hereby certify that I have read and understand this agreement and agree to adhere to all requirements.

Employee’s Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**APPROVALS:**

1. Supervisor Recommendation:  Approve  Disapprove

Reason for recommending or not recommending (optional):

Supervisor Signature: \_\_\_\_\_ Date: \_\_\_\_\_

2. President or Vice Chancellor

The telework agreement is  approved  not approved.

President/Vice Chancellor Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Appendix II

**TELEWORK REVIEW FORM**

<b>Employee's Name:</b>	
<b>Title:</b>	
<b>Supervisor:</b>	
<b>Review Period:</b>	

<b>5. Exceptional:</b> <b>4. Highly Effective:</b> <b>3. Proficient:</b> <b>2. Inconsistent:</b> <b>1. Unsatisfactory:</b> <b>N/A-New/Not Applicable:</b>	Consistently superior and significantly exceeds expectation/agreement. Frequently exceeds expectation/agreement. Consistently meets expectation/agreement. Meets some, but not all expectation/agreement. Consistently fails to meet minimum expectation/agreement; employee lacks skills required or fails to utilize necessary skills. Employee has not been in position long enough to have demonstrated the essential elements of the position and will be reviewed at a later agreed upon date.	5. Exceptional	4. Highly Effective	3. Proficient	2. Inconsistent	1. Unsatisfactory	N/A-New/Not Applicable
1. Communication reliability – available for communication and contact during normal work hours by phone, email, and video conference (Microsoft Teams/Zoom/Google Hangout/Skype/similar). <i>Brief explanation:</i>							
2. Communication with team member(s). <i>Brief explanation:</i>							
3. Communication with management/supervisor(s). <i>Brief explanation:</i>							
4. Communication with others (colleagues, customers, stakeholders, etc.) <i>Brief explanation:</i>							
5. Evidence of performance is clearly articulated and demonstrated during team and/or one-on-one meetings. <i>Brief explanation:</i>							
6. Evidence of quality of deliverables/agreed upon outcomes <i>Brief explanation:</i>							
7. Ability to assess reliability (attendance, punctuality, meeting deadlines) <i>Brief explanation:</i>							
8. Ability to function without negatively impacting other department or team members <i>Brief explanation:</i>							
9. Ability to serve same constituents and employee groups <i>Brief explanation:</i>							

Additional comments or feedback:

***This annual telework review will become part of your YCCD personnel file. Please sign below to acknowledge that you have received this document.***

<b>Employee's Signature:</b> _____	<b>Date:</b> _____
<b>Supervisor's Signature:</b> _____	<b>Date:</b> _____