

Yuba Community College District Telework Program

PURPOSE

Yuba Community College District (“YCCD”) encourages and supports telework for positions that are suited for telework to provide flexibility for employees, better work-life balance, and as a means to achieve administrative efficiencies.

DEFINITION

YCCD defines telework as working at an alternate worksite such as a private residence or other location that is not the official working location for one or more days per week, month, or selected time period. Telework is a voluntary workplace alternative available through a mutually agreed upon arrangement between an employee, the supervisor and approved by the President/designee (College employees) or Chancellor/designee (District Office employees). The arrangement is not permanent and may be terminated by the employee or the College/District at any time.

Telework shall not negatively impact YCCD’s service to students, adversely impact other faculty and staff, interfere with efficient conduct of daily business or the employee’s ability to perform the functions of their job. Telework agreements do not change conditions of employment, expectations of the position, or required compliance with YCCD policies and procedures.

Telework requires an approved Telework Agreement. Occasionally working off-site for a few hours or a day does not require a Telework Agreement. These types of informal arrangements are permitted but must be arranged between an employee and their supervisor and must be for the purpose of meeting a specific business need.

There may be situations, approved in advance by the Human Resource Department (HR), where telework is considered a medical accommodation for an employee. YCCD’s termination of a Telework Agreement or decision not to grant a Telework Agreement is not subject to any grievance procedure.

POSITION SUITABILITY

A suitable position is a position that can be, at a given time, conducted from a remote location without negatively impacting quality of work or operations. Position suitability is determined by the supervisor and approved by the President/designee (College employees) or Chancellor/designee (District Office employees). A suitable position meets the following criteria, among others determined by YCCD to be appropriate:

- The position allows for flexibility regarding face-to-face interaction and coordination of their work with other employees, their supervisor, students, and/or the public.
- Some or all of the work activities are portable and can be performed safely and effectively while working away from the official working location.
- Technology to support assigned work activities is available from the employee and/or the District.
- Work performance can be monitored and evaluated using metrics compatible with the position.
- The position does not require immediate access to equipment, documents, or other information located only on a campus or the District office.

Other factors for consideration when determining a position’s suitability include:

- Potential impact of telework on service to students
- Nature of the work
- Effect on workload of a department
- Competing leave requests/scheduled time off
- The ability to create a functional, reliable, safe, and secure alternate worksite

- Other operational concerns in the judgment of the employee's immediate supervisor, College President, or Chancellor.

Teleworking locations must be within 100 miles of an employee's normal worksite. Teleworking employees, like all other employees, may be asked to regularly account for their time.

EMPLOYEE SUITABILITY

Employee suitability is determined by the President and/or Chancellor. Employees suitable for telework must meet the following requirements:

- Employee's position is considered suitable.
- Employee is not in their initial probationary period with the District and is performing satisfactorily.
- Employee is not involved in corrective or disciplinary action, a disciplinary investigation, and does not have any past performance issues that, in the appropriate administrator's discretion, could impact employee's ability to telework effectively.
- An approved Telework Agreement is in place prior to teleworking.

EMPLOYEE RESPONSIBILITIES

All existing duties, obligations, responsibilities, and conditions of employment remain unchanged. Any changes to an employee's scheduled shift must be approved in advance by the employee's supervisor. Employees shall continue to abide by practices, policies, and procedures for requests of sick, vacation and other leaves of absences. An employee may be required to report to the office due to business necessity, even though it is a scheduled telework day. When possible, advance notice should be provided, however urgent or emergency situations may not allow for prior notice.

Teleworkers are responsible for maintaining effective workflow and communication among co-workers, supervisors, students, etc. Professional standards and job performance requirements remain in effect.

Employees in telework arrangements are still required to comply with all applicable policies and procedures and applicable collective bargaining agreements. Failure to perform adequately or comply with policies and procedures, may result in a termination of the Telework Agreement and/or corrective or disciplinary action.

WORK HOURS & ACCESSIBILITY

The employee's number of work hours per week remains the same even if they telework. Overtime must be approved in advance. Teleworking hours will be specified in the Telework Agreement. Any deviation from the Telework Agreement must be approved by the supervisor in advance. The supervisor and the employee must comply with all applicable laws, rules, and policies including but not limited to:

- Work hours/meal, break periods, leave and leave requests
- Employee conduct and ethics
- Performance expectations and communication procedures
- Confidentiality and Data Security

Requests for leave will follow normal procedures. In the case of an emergency unique to the telework site such as power outage, a teleworking employee is required to report to their office/workspace on campus, find an alternate suitable workstation or submit leave.

COMMUNICATIONS

The telework site is considered an extension of YCCD for limited purposes while the employee is in telework status. An employee in telework status will be available during the approved work schedule for phone calls, email and using other standard, college supported communication technologies. The employee is expected to present a professional work presence while working from their telework location. This includes being visible (with camera on) for all meetings and scheduled events, the same as if they were in person. The employee is expected to be free from non-work-related distractions. The employee may not conduct in-person business meetings at the telework site.

EQUIPMENT, SUPPLIES, & WORKSPACE

The employee will work with their supervisor to ensure that the employee is using a college-owned and managed computer and connects to networked resources using prescribed methods such as Remote Desktop or VPN depending on the nature of the work performed. The employee is responsible for ensuring that their telework site has sufficient network capacity to support the work of the position including audio/video expectations for virtual meetings.

Supplies necessary to complete work at the telework site such as paper and other office supplies, are to be obtained from the on-campus office/department. YCCD will not reimburse employees for purchased office supplies for the telework site that are not approved in writing (e.g., email) in advance.

The employee assumes responsibility for all costs associated with teleworking other than costs referenced in the Telework Agreement including the use of cell phones, wireless internet, etc. Individual tax implications, auto/homeowners' insurance, losses from a fire or theft, or incidental residential utility and internet costs are the responsibility of the employee. The employee is also responsible for any office furniture needed to support a safe and ergonomic remote work environment. YCCD provides worker's compensation and liability protection as obligated by law for the employee while they are in the course of employment within the agreed upon location and defined work schedule. YCCD is not liable for any activity, damages, or injury, which is not directly associated or resulting from the employee's official job duties for which the College has no ability to exercise control. The employee must maintain an in-home worksite that is reasonably free of hazards and is maintained in a safe and secure manner. The employee is liable for any injuries to third parties or family members or any damage at the in-home worksite. YCCD assumes no responsibility for injury to any other persons at the employee's residence or the alternate workspace within it.

SECURITY

Products, documents, and other records used and/or developed while teleworking shall remain the property of and be available to YCCD. Confidential documents may not be taken off-site without appropriate prior supervisor approval. The security of any restricted access or confidential materials removed from the office with appropriate approval is the responsibility of the teleworker. The employee is required to comply with all YCCD policies related to appropriate use, data security, data confidentiality, and hardware/software manufacturers licensing agreements. The employee will ensure their workstation is physically secured and solely used for work purposes.

TELEWORK AGREEMENTS

Regular or project specific telework that has a specified duration of time requires an approved Telework Agreement signed by the employee, the employee's supervisor the supervisor and approved by the President/designee (College employees) or Chancellor/designee (District Office employees). Failure to comply with the Telework Agreement will cause the immediate termination of the agreement and may also result in corrective or disciplinary action. Telework agreements may be terminated by YCCD at any time.