

CCS Administrative Procedure

2.00.01 – C Telework

Implementing Board Policy [2.00.01](#)

Contact: Human Resources

1.0 Telework Objective and Responsibilities (summary of Board of Trustees Policy 2.00.01)

In compliance with Governor Executive Order 14-02, "Expanding Telework and Flexible Work Hours program to Help Reduce Traffic Congestion and Improve Quality of Life," signed March 3, 2014, Community Colleges of Spokane has adopted the following procedures.

- 1.1 As stated in Executive Order 14-02 "telework and flexible work hour studies have shown that employers enjoy economic and organizational benefits resulting from increased employee productivity and morale, reduced use of employee sick leave, reduced hiring and training costs, and reduced office space and parking needs." Further, the order states "telework and flexible work hours are valuable tools for reducing commute trips, eliminating tons of pollutants from release into the atmosphere, and saving energy by reducing gasoline consumption." As directed, Community Colleges of Spokane has adopted the following written procedures that define specific criteria and procedures for telework.
- 1.2 Telework allows employees the ability to perform their assigned duties at other than the primary work location. Telework may be approved for employees, provided the operational needs of the institution are met and there is no reduction in service or inconvenience to students, the public or other employees
- 1.3 Telework is modern workplace strategy, mutually agreed upon by the employee, immediate supervisor, and CCS. It is intended to enhance employee productivity, creativity, and job satisfaction, as well as maintain or improve utilization of office space, while also contributing to commute trip reductions. Telework is a temporary arrangement, which may be terminated by either party or by CCS with reasonable notice and is governed by the standards and procedures contained within this document, negotiated agreements and applicable laws.

2.0 Definitions

The following definitions are specific to the terms of this procedure and do not modify or revise similar terms as used in related procedures or collective bargaining agreements.

- 2.1 **Alternate Workplace:** the teleworker's home or any pre-approved work site other than the primary assigned workplace.
- 2.2 **Immediate Supervisor:** individual who can recommend hiring and disciplinary action as well as schedule, assign, direct, evaluate and train a minimum of one (1) full-time equivalent subordinate staff.
- 2.3 **Job Analysis:** a review of the employee's position and essential duties to determine the suitability of the position for telework.
- 2.4 **Telework Agreement:** an approved formal agreement between the immediate supervisor and the teleworker for use of information technology (IT) that allows the teleworker to perform some or all of their assigned duties in an alternate workplace. The Telework Agreement should include documentation of the job analysis and a position description updated within two years of the Telework Agreement.

- 2.5 **Telework:** a modern workplace strategy which involves the use of information technology and allows a teleworker to perform some or all of their assigned duties at an alternate workplace
- 2.6 **Teleworker:** the CCS employee performing some or all of their assigned duties an alternate workplace.

3.0 Eligibility

- 3.1 To be approved for telework, a plan must be developed that meets the following conditions:
- 3.1.1 Approval of the telework arrangement shall have no negative impact on any of the following:
 - 3.1.1.1 The teleworker's or another employee's performance
 - 3.1.1.2 student and/or customer service
 - 3.1.1.3 inter-departmental communications
 - 3.1.1.4 the efficiency or effectiveness of work coordination between interdependent work units
 - 3.1.2 Approval of both the teleworker and the immediate supervisor, indicating agreement on the telework conditions and restrictions.
 - 3.1.3 Authorization by the appropriate authority approving the specific telework agreement between the teleworker and their immediate supervisor.
- 3.2 To apply for a telework arrangement, an employee and their immediate supervisor must complete the following, without exception, and review the CCS Employee Acceptable Use Guidelines for CCS Technology:
- 3.2.1 Employee telework Agreement
 - 3.2.2 Supervisor telework Assessment
 - 3.2.3 Authorization for Temporary Checkout of Equipment Form (if applicable)
- 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.
- 3.4 Telework as a Reasonable Accommodation:
Please refer to CCS Administrative Procedure 2.30.01-B Reasonable Accommodation and Return to Work for accommodation process.

4.0 Telework Agreement

- 4.1 The teleworker and their immediate supervisor must complete a formal Telework Agreement and gain approval by the appropriate authority before any telework arrangement can begin. The agreement shall address the following:
- 4.1.1 the teleworker's expected work schedule
 - 4.1.2 the physical location of the alternate workplace and any applicable guidelines for alternate workplace
 - 4.1.3 conditions of employment while teleworking
 - 4.1.4 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 workplace, on-site)
 - 4.1.5 communication procedures to be used
 - 4.1.6 what equipment and/or supplies (including computer hardware/software configurations) will be used and who will provide them, as well as rules regarding CCS's equipment and supplies
 - 4.1.7 any applicable data security procedures

- 4.1.8 anticipated duration of the teleworking arrangement and schedule for arrangement review
- 4.2 Telework Agreements shall not exceed one year in duration without review for renewal and must provide specific time intervals for meetings and communication with the employee's supervisor, co-workers, students and other constituents as appropriate.
- 4.3 Circumstances warranting telework arrangements may include, but are not limited to:
 - 4.3.1 Trial telework periods – an arrangement of short, limited duration to evaluate the success of teleworking as an option for a position
 - 4.3.2 Occasional, emergent telework – a Telework Agreement put in place to allow an employee to work remotely on a temporary, occasional basis
 - 4.3.3 Telework as a Reasonable Accommodation – please see section 3.4
 - 4.3.4 Telework as a strategy to reduce commute trips and eliminate pollutants
 - 4.3.5 Telework as an option where flexible work schedules could benefit both the department and the individual.
- 4.4 As each telework arrangement will be unique, a Telework Agreement may contain specific rules and conditions under each of these aspects that the teleworker, supervisor, and CCS have identified as important to ensure that the arrangement is successful.
- 4.5 The final Telework Agreements will be kept on file with the teleworker's supervisor, and on file 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 consistent while teleworking unless an alternate assignment is agreed upon by the supervisor and the teleworker for the duration of the telework arrangement
 - 5.1.1 CCS's business and operational needs take precedence over teleworking and may justify termination of the agreement.
 - 5.1.2 When necessary, the teleworker may be informed of a meeting or an event that requires the teleworker's presence at the job site. The teleworker is expected to put reasonable effort into attending required onsite events. The teleworker's supervisor is recommended to give the teleworker reasonable notice prior to this appearance.
 - 5.1.3 In the event circumstances prohibit the teleworker from performing their assigned duties while teleworking, the teleworker shall immediately notify their supervisor for further work direction.
 - 5.1.4 Teleworkers will be expected to check their email and voicemail and remain accessible during approved telework hours identified in the Teleworking Agreement.
 - 5.1.5 Teleworkers who for any reason cannot be reached or will not be able to be reached by their immediate supervisor must inform their supervisor prior to being unavailable at their alternate workplace. Failure of a teleworker to notify their supervisor in advance may result in termination of the agreement.
- 5.2 During a telework arrangement the teleworker'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) rules governing overtime; and CCS policies and procedures will continue to apply to CCS teleworkers.

- 5.4 Teleworkers remain obligated to comply with all agency rules, policies, practices and instructions. Failure to do so may result in the termination of the telework arrangement 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 Vacation, sick and other leave while teleworking will continue to require appropriate signatures and prior approval by the teleworker's supervisor.
- 5.7 All sick leave will be reported by the teleworker to their supervisor as per Department of Personnel rules, applicable collective bargaining agreements, and/or District procedures.

6.0 Conditions for Alternate Workplace

- 6.1 CCS is responsible for providing standards to ensure a safe and healthy work environment for the teleworker at an alternate workplace. The teleworker will agree to follow these standards and safe working procedures.
- 6.2 CCS 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 workplace 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 telework arrangement.
- 6.4 It is the teleworker's responsibility to immediately report to their supervisor any industrial accident(s) occurring as a result of performing job-related responsibilities.
 - 6.4.1 Since the teleworker's alternate workplace will be considered an extension of CCS's workplace, the State's liability for job-related injuries to the teleworker will apply. Worker's compensation will not apply to non-job-related injuries that might occur in the alternate workplace.
 - 6.4.2 CCS assumes no liability for injury at the remote worksite to any other person who would be in the work area if the duties were being performed at the regular place of employment. IF the teleworker is injured, they must notify their supervisor immediately and complete all requested documents regarding any injury.

7.0 Equipment and Supplies

- 7.1 Whenever possible, teleworkers are encouraged to use CCS issued equipment when teleworking. Regardless of whether the teleworker uses CCS issued equipment or personal equipment, the teleworker is responsible for adhering to CCS policies and procedures, including but not limited to:
 - 7.1.1 [2.10.06-A General Ethics for Employees and Officers](#)
 - 7.1.2 [8.10.01-A Acceptable Use of Information Technology Resources](#)
 - 7.1.3 [8.10.01-C IT Support for Privately-Owned Equipment](#)
- 7.2 Teleworkers using CCS-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 CCS-provided computers and will follow the CCS Employee Acceptable Use Guidelines for CCS Technology Resources at all times. CCS software that has an "on site license contract", cannot be installed on an employee-owned computer.

- 7.3 To protect confidentiality and guard against data contamination, teleworkers shall follow CCS approved data security procedures at their alternate workplace.
- 7.4 If CCS equipment is used, the teleworker will be responsible for the protection and security of the equipment until it is returned to CCS.
 - 7.4.1 If a teleworker uses personal equipment in the performance of their duties, the teleworker is responsible for ensuring the security of CCS data and networks.
 - 7.4.2 Teleworkers using their own computer equipment must certify they have installed recent virus protection software.
 - 7.4.3 Personal equipment used in the performance of job-related duties may be subject to Public Records Requests. Teleworkers may be required to submit their personal equipment to CCS in compliance to personal equipment submitted in response to Public Records Requests.
- 7.5 If CCS equipment is used, the teleworker will be responsible for the protection and security of the equipment until it is returned to CCS.
 - 7.5.1 If CCS equipment on loan to a teleworker is damaged or stolen while in the teleworker's possession, repair and/or replacement or the equipment is the responsibility of the teleworker.
 - 7.5.2 A CCS "Authorization for Temporary Checkout of Equipment" form for temporary check out of equipment must be used.
 - 7.5.3 Teleworkers should check their Homeowner's policy for coverage of CCS equipment in case the equipment is damaged or stolen at the teleworker's residence.
- 7.6 The teleworker and their supervisor will work with the CCS Information Technology Department for the teleworker to connect to CCS's network.
- 7.7 Office supplies for use by teleworkers at their alternate workplaces shall be provided by CCS 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 agency procedures.

8.0 Termination of Agreement

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