

New River Policy



POLICY NAME	Telework Procedure		POLICY NO.	NR 6.1
RESPONSIBLE OFFICE	Information Technology/ Human Resources	EFFECTIVE DATE	August 3, 2021	DATE APPROVED August 3, 2021
DATE OF LAST REVISION	July 13, 2021	DATE OF NEXT REVIEW	March 2023	

SCOPE

This policy applies to all employees.

Compliance – Legislative Rule

Legislative Rule § 135-55 – Human Resources Administration,
West Virginia Code §18B-1-6(c)(3).

POLICY STATEMENT

Teleworking allows employees to work at home, on the road or in a satellite location for all or part of their workweek. New River Community and Technical College considers teleworking to be a viable, flexible work option when both the employee and the job are suited to such an arrangement. Teleworking may be appropriate for some employees and jobs but not for others. Teleworking is not an entitlement; it is not a college-wide benefit, and it in no way changes the terms and conditions of employment with New River Community and Technical College.

PURPOSE

To establish expectations for employee work arrangements with supervisors and to ensure that the College's data are safeguarded when employees work remotely.

GENERAL PROVISIONS

Supervisors will consult with Human Resources in deciding whether an employee is a candidate for telework. Some employees may not be eligible due to specific job requirements, impact on a team, or performance concerns. When evaluating the request, the supervisor must determine that the employee can effectively perform the job duties of the position while teleworking.

Requests to telework as a disability accommodation are handled through the disability accommodation process. Accommodation-related telework requests will be directed to the Office of Human Resources.

TERMS AND DEFINITIONS

TERM	DEFINITION
Telework	Telework is a work arrangement in which employees are granted flexibility in working location and hours; also, sometimes referred to as telecommuting or remote work .
Occasional teleworkers	Employees who work remotely on an irregular basis. Perhaps a situation involves an impending deadline for an important project and a supervisor and employee agree that completing the work from outside the office to meet this requirement is a better strategy than attempting to complete it from within the office. Or perhaps an employee is unable to come to the office

	due to health reasons but is still able to remotely complete tasks that are agreed to by the supervisor.
Institutional Data	Any data that is owned or licensed by the College
Alternate Work Site	An acceptable site for performing job duties and responsibilities outside the traditional New River CTC office location.

SECTION 1: Procedure

1. Approvals to telework do not fundamentally change the basic terms and conditions of employment by the College. All policies and procedures affecting employment remain in effect during telework except for those determined by the College to be non-applicable or those which cannot be applied and enforced.
2. The College permits telework in situations where (a) the characteristics of the employee's job responsibilities are such that it lends itself to telework; (b) the work can be efficiently performed at an off-campus site; (c) standards for quantity and quality of production can be assessed and maintained; (d) significant economies may accrue to the individual or the College as a result of telework; (e) arrangements to telework either as irregular episodes or as a regular process – have been approved in advance by the employee's responsible president or vice president or their designee; and, (f) a copy of the telework agreement has been provided to the human resources office.
3. A right to telework does not exist. All telework agreements are approved and entered into by the College voluntarily and electively and are at the sole discretion of the appropriate president or vice president.
4. The Director of Human Resources is responsible for developing, implementing, and administering sufficient procedures to effectuate the provisions of this procedure.
5. It is the responsibility of the teleworking employee to ensure that all home office equipment and Internet access are conducive to the tasks to be expected.
6. The College is not liable for any injuries incurred from telework.
7. The option for telework is not a substitute for childcare or dependent care services.
8. Employees interested in telework should complete a self-assessment to see if telework is suited for them (<https://www.telework.gov/federal-community/telework-employees/self-assessment/>).
9. All college employees who access confidential information are expected to maintain that confidentiality, particularly when teleworking.
10. Supervisors may sometimes require teleworking employees to report on-site.

SECTION 2: Compliance

1. All employees wishing to telework must complete a **Telework Memorandum of Agreement** and secure the approval of departmental supervisors as indicated on the form. Once approved, the supervisor must submit the form to Human Resources before the employee begins working from an alternate work site. Failure to do so may result in the inability to telework.
2. Teleworking Agreements must be reviewed by supervisors after three (3) months to assure that the needs of the department and customer service requirements are being met.
3. All New River CTC policies, procedures, and practices apply at the approved alternate work site.
4. Failure to follow policies, procedures, and practices may result in termination of the arrangement and disciplinary action.
5. If the employee wishes to terminate the **Telework Agreement** and return to work at the place of business, at least a 30-day notice must be provided to the supervisor who will assess the availability of facilities and resources to assign office space.

Section 3: Enforcement

Violations of this Procedure may result in suspension or loss of the violator's use privileges, with respect to Institutional Data and College-owned Information Systems. Additional administrative sanctions may apply up to and including termination of employment or contractor status with the College. Civil, criminal and equitable remedies may apply.

1. The Human Resources Director is responsible for the administration and implementation of the Telework Procedure.
2. Human Resources will audit and maintain records on Telework agreements for all employees to ensure compliance with College and state policies, as well as state and federal laws. Human Resources will provide training and guidance on the application of the telework procedure and procedures and will maintain all forms and documentation on the HR home page.
3. **Cabinet-level supervisors** are responsible for assuring that the requests they approve are within the scope of this procedure and that they establish the following **quality assurance controls**, where applicable:
 - a. All work objectives and tasks must be clearly defined with measurable results for the telework position.
 - b. The telework position should require minimal supervision and in-person contact with customers. The employee should demonstrate work habits and performance suited to successful telework.
 - c. Annual performance evaluations must indicate performance at the level of at least a "Meets Expectations" or "Exceeds Expectations".
 - d. Telework duties must be arranged so as not to alter the essential job responsibilities nor compromise the level of service provided to the customer, either by the employee or the department.
 - e. Teleworkers are employees of New River Community and Technical College and must adhere to all College policies, as well as state and federal laws.
 - f. Teleworkers maintain security of sensitive New River data while working remotely.

EXCEPTIONS/EXCLUSIONS

Exceptions to this Procedure must be formally documented and approved by the Vice President for Information Technology Services, under the guidance of the President's Cabinet. Procedure exceptions will be reviewed on a periodic basis for appropriateness.

REVIEW

This Procedure will be reviewed by the responsible office(s) every two years or as deemed appropriate based on changes in technology or regulatory requirements.

APPROVAL SIGNATURES

DocuSigned by:

Bonny B. Copenhagen

President

Date

RELATED POLICIES, OTHER REFERENCES AND ADDITIONAL NOTES

If you have any questions or concerns related to this Procedure, please send email to the College's Director of Human Resources (hr@newriver.edu).

ASSOCIATED FORMS

Telework Memorandum of Agreement
Data Governance Plan
<https://web.newriver.edu/projects/data-governance/>

HISTORY		
REVISION DATE	DESCRIPTION OF CHANGE	VICE PRESIDENT APPROVAL
New	This procedure outlines the request and approval process for telework.	

New River Community and Technical College expects all faculty, staff and students to be familiar with and adhere to all applicable college policies.



Telework Memorandum of Agreement

This document is intended to ensure that both the supervisor and the employee have a clear, shared understanding of the employee's telework arrangement. Each telework arrangement is unique depending on the needs of the position, supervisor, and employee. This form can be adapted to unit requirements as necessary.

This telework agreement is not a contract of employment and does not provide any contractual rights to continued employment. It does not alter or supersede the terms of the existing employment relationship.

Employee Telework Information

Employee Name:	
Job Title:	
Department:	
Supervisor:	
Location where telework will be performed:	
Telework phone number	
Telework arrangement effective dates:	

Employee Request

I, _____, request the privilege of performing my duties as a New River CTC employee, at a non-College controlled, location. If my application is approved, I agree I will comply with all laws, rules, and regulations applicable to New River CTC employees, and that this agreement does not guarantee employment for any period.

For the duration of my teleworking relationship with New River CTC, I will meet with my supervisor on a regular basis as he/she expects to review my work and productivity and will continue to perform my duties at the same satisfactory level as when I performed the work at a New River CTC location. I will go through an annual performance evaluation. There will be no special considerations involved in my performance evaluation related to my status as an employee who teleworks. I must maintain an evaluation rating of at least **Meets Expectations** or **Exceeds Expectations**.

I will be fully available to respond to work-related communications during my established work hours. I will attend meetings and other College events on College premises as required by my supervisor. I understand that I will not provide dependent care during work hours. I understand that telework cannot be used to substitute for **sick leave**.

I understand **I MAY**, or **MAY NOT** (circle one) be expected to telework for the duration of an emergency or inclement weather closing. If I am unable to telework during an emergency or inclement weather closing due to illness or dependent care responsibilities (or any reason), I may be asked to take appropriate leave. I understand I may be asked and expected to report to a central on-site workplace, other alternative location, or be granted emergency closing authorization, on a case-by-case basis when other

circumstances (e.g., power failure) prevent me from teleworking at the alternate work locations designated on this agreement.

Job Duties

The general expectation for a telework arrangement is that the employee will effectively accomplish their regular job duties, regardless of work location.

Work Schedule and Location

Day of Week	Work Hours	Work Location
Sunday		
Monday		
Tuesday		
Wednesday		
Thursday		
Friday		
Saturday		

Telework Arrangement Modification

Terminating the Agreement

I understand that my supervisor or Human Resources representatives may revoke my telework arrangement at any time. Unless otherwise specified in my employment contract with New River CTC, I may terminate my telework agreement by notifying my supervisor and Human Resources with at least a 30-day notice. This agreement is not binding with any successor or supervisors to whom I may report in the future.

This provision does not apply to telework arrangements made through the disability accommodation process. All employee-proposed changes are subject to departmental approval.

Telework Review

Specify a date to meet and discuss the effectiveness of the telework arrangement, or enter N/A.

Telework plan review date:	
----------------------------	--

Terms and Conditions

Teleworking may be authorized for up to a one-year period. A new agreement must be completed upon annual evaluation, if the arrangement is to continue. Any changes to this agreement will require the completion and approval of a new agreement.

Equipment and technology access

The employee and employer agree to work together to ensure that the alternate worksite is safe and ergonomically suitable. Specify any equipment or technology access the employee will need to telework and whether it will be employee or employer provided. In the event of equipment failure or service interruption, the employee must notify employer immediately to discuss alternate assignments or other options.

Equipment	Provided by	Responsible for loss or damage

Safety

I agree to maintain safe working conditions in my alternative worksite and to practice the same safety procedures there as at my New River CTC workspace. I certify that my alternative worksite complies with safety regulations and that I have inspected it for the following:

- a. Entry and workspace are free of any obstacles and all tripping hazards.
- b. All stairs with four or more steps have handrails.
- c. Electrical equipment is free of recognized hazards that would cause physical harm such as frayed wires, bare conductors, loose wires, flexible wires running through walls, or exposed wires fixed to ceiling.
- d. Electrical outlets are three-pronged (grounded).
- e. File cabinets and doorways are arranged so that drawers and doors do not open into walkways.
- f. Furniture provides proper support and is adjustable for comfort.
- g. Work surface should be at an appropriate level and designed for the tasks being performed.
- h. Frequently used objects are within easy reach to prevent repetitive stretching and/or turning.
- i. Monitors are at eye level and about 18-24 inches away.
- j. When using the keyboard and mouse, shoulders are relaxed with the upper arms resting at your sides. Hands are in neutral position level with the wrists.
- k. Phone, electrical, and extension cords are secured under the desk or alongside the baseboard.
- l. Floor surfaces are dry, clean, level, and free of worn or frayed seams. Carpets are secured to the floor. Floor surfaces are free of obstacles.
- m. The alternate work site is adequately ventilated.
- n. The alternate work site has adequate lighting for the tasks being performed.
- o. The alternate work site is reasonably quiet.
- p. Work materials and equipment are in a secure place that can be protected from damage or misuse. Security requirements are in place to protect confidentiality and security of company information and computer systems.

While working at my alternative worksite, I am covered by worker's compensation insurance for injuries suffered which arise out of and/or in the course of performing official duties. *Worker's compensation coverage is limited to designated work areas in employees' homes or alternate work locations.* If I am injured on the job, I must inform my supervisor and the Human Resources department as soon as possible. In the event of a life-threatening emergency, I should first seek immediate medical attention and then notify Human Resources and my supervisor as soon as possible.

Additional details

Records and Information Security

I recognize my responsibility to safeguard New River CTC data and records from unauthorized disclosure or damage and to maintain them in compliance with applicable state and College regulations. This includes records in any medium. I will not store sensitive information on any personal or portable devices. I will not print sensitive information unless I am physically able to retrieve the information and will rely instead on remote access to the information as much as possible.

I accept personal responsibility for any damages that occur because of my failure to maintain or return College records that are or were created or stored at my telework worksite. I recognize that all College records and files temporarily stored at a teleworker's approved alternative worksite shall remain property of the College.

Compensation and Benefits

Teleworking does not change anything about attendance requirements or compensation. I must submit timesheets as required through the normal procedures. Overtime and compensatory time, if applicable to my job, must be approved in advance by my supervisor. I am responsible for dealing with any home-office tax deductions according to applicable laws and regulations. New River CTC does not give tax advice.

