

WALLA WALLA COMMUNITY COLLEGE
REMOTE WORK
POLICY 5600

I. POLICY BACKGROUND/PURPOSE

Walla Walla Community College (WWCC) encourages and supports remote work for medical accommodations, special circumstances, and as a means of achieving administrative efficiencies, or other work and performance efficiencies.

II. AUTHORITY

Board Policy 1370.

III. DEFINITION

Walla Walla Community College (hereafter referred to as the College) defines remote work as working at an alternate work site 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.

IV. SCOPE OF POLICY

This policy applies to all faculty, classified staff, exempt, and student employees.

V. POLICY

Occasionally working off-site for a few hours or a day does not require a Remote Work Agreement (which is defined later in this procedure). These types of informal arrangements are permitted, but must be arranged between an employee, their supervisor, and respective Vice President. They must be for the purpose of meeting a specific business need.

- A. Remote work is a voluntary workplace alternative available through a mutually agreed upon arrangement between an employee and their supervisor. The arrangement is not permanent and may be terminated by the employee or the College at any time.
- B. If a telework agreement is terminated or changed and an employee is required to return to campus (beyond an occasional or infrequent requirement to come to campus), they will be required to return to campus at their own cost with reasonable written notice (no less than 10 calendar days but every effort will be made to give as much notice as possible, up to 30 calendar days) of a need to return to campus.
- C. Remote work shall not negatively impact WWCC's service to students, adversely impact other faculty and staff, interfere with efficient conduct of daily College business, or the employee's ability to perform the functions of their job.
- D. Remote work agreements do not change conditions of employment, expectations of the position, or required compliance with College policies and procedures.

VI. PROCEDURE

A. Request

- 1. An employee may submit a written request to their supervisor asking for approval to work remotely.
- 2. If the request is denied, a reason will be provided in writing.

B. Position Suitability

- 1. 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 College operations. Position suitability is determined by Human Resources and the employee's supervisor. A suitable position meets the following criteria:

- a) 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.
 - b) Some or all of the work activities are portable and can be performed effectively while working away from the WWCC campus.
 - c) Technology to support assigned work activities is available from the employee and/or the College.
 - d) Work performance can be evaluated using methods other than measuring time spent on the job (performance evaluations will follow applicable collective bargaining agreement provisions and College procedures).
 - e) The position does not require immediate access to equipment, documents or other information located only on campus
2. Other factors for consideration when determining a position's suitability:
- a) Nature of the work
 - b) Employee's job performance history
 - c) Potential impact to the service to students
 - d) Potential impact to efficiently conducting college business
 - e) Departmental competing leave requests/scheduled time off/telework schedules that would impact the ability to conduct college business
 - f) Telework location outside of WA and OR
 - g) Effect on workload
 - h) Competing leave requests/scheduled time off
3. The above list of factors is not an exhaustive list. Supervisors and/or the applicable Vice President and HR may use their discretion in approving remote work.
- C. Employee Suitability
1. Employees suitable for remote work must meet the following requirements:
- a) Employee's position is considered suitable.
 - b) Employee medical accommodation may include a remote work assignment.
 - c) Employee is not involved in corrective or disciplinary action, a disciplinary investigation, and does not have any past performance issues.
 - d) An approved remote work agreement is in place prior to remote working.
- D. Remote Work Locations Outside of Washington and Oregon State
1. Locations outside of Washington and Oregon require additional cost and administrative burden to the College and will only be approved in very limited circumstances. These arrangements require Supervisor, applicable Vice President and HR approval in order to ensure the College's legal obligations are met.
2. Employees may be granted approval to remote work in locations outside of Washington and Oregon state if they meet all of the following criteria:
- a) They can connect remotely to all needed databases and resources to do their job. This includes both hardware and software. It may not be feasible to do repairs or customize equipment for different locations.
 - b) They can work hours that closely match their regularly assigned schedule based on Pacific Standard Time (PST).
 - c) There will be no substantial additional cost or administrative burden to the College for payroll, hardware or connection issues.
 - d) They will be required to return to campus at their own cost with reasonable written notice (no less than 10 calendar days but every effort will be made to give as much notice as possible, up to 30 calendar days) of a need to return to campus.
 - e) This is a temporary location change and not a permanent residence change (unless there is an approved agreement).
3. Approved out-of-state remote working employees must promptly notify Human

Resources of an address change that impacts their payroll deductions.

E. Employee Responsibilities

1. An employee's work responsibilities and scheduled work hours will not be affected by a remote work arrangement.
2. Remote workers are responsible for maintaining effective workflow and communication among co-workers, supervisors, students, etc.
3. Professional standards and job performance requirements remain.
4. Employees in remote work arrangements are still required to comply with all College policies and procedures.
5. Failure to perform adequately or comply with policies and procedures may result in a termination of the Remote Work Agreement and/or corrective or disciplinary action.
6. An employee may not be the primary source of care for a dependent while they are remote working.
7. 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. The College assumes no responsibility for injury to any other persons at the employee's residence or the alternate workspace within it.
8. WWCC shall provide worker's compensation and liability protection as obligated by the State statutes for the employee while they are in the course of employment within the agreed upon location and defined work schedule. The College 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.
9. The employee will maintain public records in compliance with the Public Records Act and records retention schedules.
10. Employees living in a county with a cost-of-living adjustment shall not receive the adjustment unless their duty station is located in that county.

F. Work Hours & Accessibility

1. The employee's number of work hours per week remains the same even if they remote work. Remote Work hours will be specified in the Remote Work Agreement. Any changes to the Remote Work Agreement must be approved by the supervisor in advance.
2. The supervisor and the employee must comply with all applicable laws, rules and policies including but not limited to:
 - a) Work hours
 - b) Meal and break periods
 - c) Leave
 - d) Employee conduct and ethics performance expectations
 - e) Communication procedures
 - f) Confidentiality
3. During remote work hours, employees must be fully accessible to their supervisor, co-workers and others that they normally interact with. Requests for leave will follow normal procedures.
4. The employee may be required to attend meetings in person or come to the office on an approved telework day with five (5) days' notice.
5. A scheduled remote work day supersedes a campus closure due to suspended operations if work can proceed at the alternate worksite. If an emergency childcare situation arises for a related reason when the College's operations are suspended (i.e. inclement weather that causes child's school to close), the employee would not be expected to remote work. Suspended operations rules related to pay and leave would apply.
6. In the case of an alternate worksite emergency such as a power outage, a remote working employee is required to report to their office on campus

unless the campus is also affected by the emergency.

G. Equipment, Supplies, Communications & Workspace

1. The remote work site is considered an extension of the College for limited purposes while the employee is in remote work status. An employee in remote work status will be available during the approved work schedule for phone calls and other methods of communication.
2. The employee will work with HR and IT to ensure that computer hardware, software, and equipment used for remote work meet security and confidentiality requirements.
3. Supplies necessary to complete work at the remote work site such as paper and other office supplies, are to be obtained from the on-campus office/department. WWCC will not reimburse employees for purchased office supplies for the remote work site that would not be purchased normally.
4. The employee assumes responsibility for all costs associated with remote working other than costs referenced in the Remote Work Agreement. Individual tax implications, auto/home owner's insurance, losses from a fire or theft, or incidental residential utility costs are the responsibility of the employee.
5. The employee may not conduct business meetings at the remote work site.

H. Security

1. Products, documents, and other records used and/or developed while remote working shall remain the property of and be available to WWCC. Restricted access or confidential documents may not be taken off campus without appropriate prior approval. The security of any restricted access or confidential materials removed from the office with appropriate approval is the responsibility of the remote worker.
2. The employee is required to comply with all College policies related to equipment, data security, data confidentiality, and hardware/software manufacturers licensing agreements.

I. Remote Work Agreements

1. Regular or project specific remote work that has a specified duration of time require an approved [Remote Work Agreement](#) signed by the employee, the employee's supervisor, their Vice President, and Human Resources. Completed forms will be kept in employee's personnel file.
 - a) The Remote Work Agreement will set forth the specific remote work schedule.
 - b) Remote Work Agreements expire June 30 of each year. New Remote Work Agreements must be submitted if the agreement expires.
 - c) Approved remote work agreements shall terminate upon movement/transition to a new position/department. Employee's wishing to continue with remote work after movement/transition, will need to submit a new Remote Work Agreement.
 - d) The following forms are optional but may be helpful to supervisors and employees:
 - i. [Individual Work Plan](#)
 - ii. [Remote Work Log](#)
2. Failure to comply with the Remote Work Agreement will cause the immediate termination of the agreement, and may also result in corrective or disciplinary action.

J. Changes to Existing Remote Work Agreements

1. WWCC reserves the right to reduce, modify, or terminate a remote work agreement for any lawful reason, including but not limited to:
 - a) Cost considerations
 - b) performance or attendance concerns
 - c) changing business conditions
 - d) customer needs

- e) business needs
- f) not complying with the terms of the agreement
- 2. The college will provide modifications of a remote work agreement with the employee a minimum of ten (10) calendar days prior to making modifications, except when the elimination of an agreement is for performance and/or attendance issues, in which case, the college may rescind the agreement immediately
- 3. WWCC is not responsible for costs, damages, or losses resulting from cessation of participation in a telework agreement.
- 4. Eligibility, denial, modification nor elimination of a remote work agreement is not grievable under the Collective Bargaining Agreement
- 5. Modification or elimination of a remote work agreement is not considered a schedule change.

Associated Forms:

- 1. [Remote Work Agreement](#)
- 2. [Individual Work Plan](#)
- 3. [Remote Work Log](#)

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| Policy Contact: <u>Vice President of Human Resources</u> |
| Approved by (Department/Body): <u>Dr. Chad Hickox, Acting President</u> |
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