

<b>Unit/Department</b>		Human Resources	<b>Practice</b>	7140p – Telework Request and Agreement	
<b>Applicable regulations - Federal/State/Board/College</b>		AP 7140			
<b>Accountable Administrator:</b>		Director of Human Resources	<b>Position responsible for updates:</b>		Director of Human Resources
<b>Original Date</b>	07/01/2021	<b>Revised &amp; Adopted</b>	04/05/2022	<b>Reviewed &amp; Adopted</b>	N/A

### **Purpose**

Telework request and work agreement companion document for Telework Policy AP 7140.

### **Telework policy purpose**

Positions at Oregon Coast Community College are expected to perform work at any of the three primary work locations (Lincoln City, Newport, Waldport). Certain positions that are able to perform some work remotely will have the ability to request a telework arrangement. All telework positions must maintain Oregon state residency and be available for in-person attendance.

### **Principle**

#### **Review the request**

Supervisor should work with the employee to evaluate their request to telework, considering telework suitability criteria and maintaining consistency and equity of decisions across the College. If there is uncertainty about the potential effectiveness of a proposed telework arrangement, the supervisor may consider allowing the employee to telework on a pilot basis. A review period should be established, after which a decision can be made about regular telework.

There may be circumstances in which a request for telework cannot be approved. In order to demonstrate consistency and equity within the unit, it is important the denial is explained to the employee and is based upon policy, impact on the unit and college operations, and/or the employee's past performance.

#### **Document the telework arrangement**

A telework agreement is a written plan outlining the understanding of, and commitment to, teleworking as mutually agreed upon by the employee and their supervisor and is required for regular telework arrangements.

At a minimum, a telework arrangement should follow the general provisions of Telework Agreement - (found at the end of this document) and define:

- A work schedule that specifies telework days and hours of work
- Telework location
- Required methods of communication specific to telework (e.g., Zoom, phone, email).
- The duration of the telework arrangement
- Responsibility for telework equipment
- Circumstances requiring on-site attendance
- Employee agreement to maintain a safe work environment
- Relevant attestations regarding key policy considerations

Employees and supervisors must sign and comply with the requirements of the telework agreement.

The telework agreement may be terminated by the supervisor at any time with seven (7) calendar days' notice, unless it is for alleged misconduct or an emergency, in which case, it may be terminated immediately. Changes to telework agreements for remote workers will be reviewed annual as provided in the AP# 7140.

Telework agreements are meant to be responsive to the changing needs of the workplace, as such they should be updated as needed and are reviewed annually.

### **Furnishing equipment**

The employee must establish an appropriate and safe work environment consistent with the guidelines outlined in the telework agreement. Teleworkers are expected to ensure that the expectations for information security are met and that College property is secured. The College assumes no responsibility for the teleworker's expenses related to internet service, heating, electricity, water, security, insurance, and usage of personal residence.

The supervisor will ensure equipment decisions demonstrate consistency and equity within a unit. The employee, supervisor, and IT shall work together to determine whether the College will issue an employee the equipment necessary to perform the job, or if an employee already has the required equipment, the College may agree that the employee will use their own equipment. Telework arrangements will not typically result in the duplication of office equipment. Generally, the College will be responsible for the service and maintenance of College-owned equipment and an individual teleworker will be responsible for the service and maintenance of their own equipment. Supervisors and IT must maintain an inventory of College-owned equipment used for teleworking and ensure it is returned at the end of the teleworking arrangement.

### **Work schedules and timekeeping**

Employees and supervisors are required to comply with all timekeeping and overtime regulations defined by state or federal law (e.g., the Fair Labor Standards Act), collective bargaining agreements and College policy.

Overtime-eligible employees must receive approval from their supervisor to work overtime. Supervisors must ensure accurate recording of hours worked.

**Working with family members at home**

Telework should not be used to provide active care for a child or other dependent.

**Related policy and practice considerations**

Teleworking staff must adhere to all college policies including, but not limited to policies/practices regarding confidentiality of information, work schedules, work hours, use of equipment, ethics, performance, leave use, and tracking of work hours.

All time off and leave provisions under applicable policy, or the collective bargaining agreement for represented employees, continue to apply under a telework agreement.

Reasonable steps must be taken to ensure that College property is used in compliance the acceptable use policy [AP 3720-Acceptable Use Policy](#)

Teleworking employees must protect the security, confidentiality, and integrity of data, information, paper files, and access to computer systems. All College policies/ practices on information technology, internet access, and technology use apply to teleworking, as they would at a College work site.

Work-related injuries at the remote worksite, during agreed-upon working hours, are covered by Workers' Compensation. Employees are required to report any work-related illness or injury to their supervisor immediately. Employees are required to fill out an accident report as an internal record of the incident within 24 hours of the event or claim.

# TELEWORK AGREEMENT | Remote work

This document is intended to ensure the shared understanding of the employee's telework arrangement. Each telework arrangement is unique depending on the needs of the position and employee. In defining a telework arrangement, the employee and their supervisor are expected to evaluate the costs, disadvantages, and benefits of telework, identify work expectations, and clearly communicate how expectations may be met.

This telework agreement is not a contract of employment, does not provide any contractual rights to continued employment, does not create a binding working condition, and only lasts up to 12 months. It does not alter or supersede the terms of the existing employment relationship. Remote work does not change the condition of employment, that employees reside in Oregon. **All telework requests require the approval of the Executive Team.**

## Employee telework information

Employee Name:	
Job Title:	
Department:	
Supervisor:	
Address where telework will be performed:	
Telework arrangement effective dates:	Start date  End date(not greater than 12months from start date)

## Telework justification

Provide justification below.

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## Telework schedule

Day of Week	Work Hours	Lunch Hours / Breaks
Sunday		

Day of Week	Work Hours	Lunch Hours / Breaks
Monday		
Tuesday		
Wednesday		
Thursday		
Friday		
Saturday		

## Telework expectations

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

I agree:

- To be available and responsive during scheduled work hours.
- My duties, obligations, and responsibilities as a teleworking employee are the same as onsite workers, including my obligation to respond to my voicemail, e-mail and other messages in a timely manner.
- While teleworking that I will work at the above-listed locations during my telework work schedule.
- That any time off or overtime must be prearranged and consistent with the rules applicable to my employment.

Specific expectations for this telework arrangement should be summarized in the table below. Additional rows may be added as needed.

Expectations	Supervisor's comments and expectations	Employee's comments as to how expectations will be met
Communication with students/stakeholders, team, and supervisor		
Events or activities which require in-person attendance.		

## Telework arrangement modification

The telework agreement lasts up to 12 months. This provision does not apply to telework arrangements made through the disability accommodation process. All employee-proposed changes are subject to Executive Team member approval.

Telework agreements will be reviewed every 12 months. Temporary modifications to this agreement should be discussed between the employee and supervisor. Long-term or substantive modifications should be documented by revising this agreement.

## Telework review

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

Telework plan review date:	
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## Equipment and technology access

The employee and employer agree to work together to ensure that the alternate worksite is safe, productive, and ergonomically suitable. Specify any equipment or technology 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. Enter N/A if the item is not used.

Items provided by the College, including items purchased by the employee and reimbursed, remain the property of the College and may only be used for college business. College property must meet the expectations for information security, be properly secured, and returned to the College at the end of the telework arrangement.

Employees are responsible for loss or damage to College property that is used when working remotely.

Equipment	Provided by	Responsible for loss or damage
Laptop		
Docking station		
Computer		
Mouse		
Keyboard		
Monitor(s)		
Desk		
Desk chair		
Web cam		
Phone		
Headset/microphone		
Power strip/extension cord		
Printer		
Office supplies		
Ergonomic modifications (e.g., keyboard tray, glare filter, foot stool, etc.)		

## Additional details

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## Policies and Procedure Acknowledgement

Policy/Procedure	Employee initials
I have read and understand the OCCC Telework Policy and Practice	

Policy/Procedure	Employee initials
I agree to ensure that <i>both</i> my home (primary) address and work location are accurately reflected in the payroll system to ensure compliance with taxes, payroll deductions, and the applicability of other labor and employment laws.	
I understand that I am required to comply with all timekeeping and overtime regulations.	
I understand that the work I do while working remotely, remains subject to College records retention policy and applicable regulations	
I understand that I am covered by workers' compensation for job-related injuries that occur in the course and scope of employment.	
I agree to maintain the confidentiality of all College information and documents and prevent unauthorized access to any College system or information.	
I have read and understand the Acceptable Use Policy	
This telework agreement is not a contract of employment, does not provide any contractual rights to continued employment, does not create a binding working condition, and only lasts 12 months. It does not alter or supersede the terms of the existing employment relationship.	

Employee signature: \_\_\_\_\_ Date: \_\_\_\_\_

**I agree to ensure that the telework employee named herein is provided with the resources, training, equipment and supplies necessary for effective telework. I agree to integrate the telework employee named herein into the unit and College's teams, culture, and opportunities.**

Supervisor signature: \_\_\_\_\_ Date: \_\_\_\_\_

ET signature: \_\_\_\_\_ Date: \_\_\_\_\_