

OWENS COMMUNITY COLLEGE
INTERNAL OPERATING PROCEDURES

Cybercommuting

Board Policy No.: 3358:11-4-18

PROCEDURES AND GUIDELINES:

Cybercommuting is a voluntary work alternative and approval is at the convenience and sole discretion of the college and is reviewed on a case-by-case basis. These procedures serve as guidelines for formal cybercommuting arrangements.

1. **Eligibility.** Non-bargaining unit employees are eligible to apply for cybercommuting as a voluntary work alternative. All non-bargaining unit employees will discuss cybercommuting opportunities with their supervisor in preparation for cybercommuting during a pandemic or other catastrophic incident. A signed Cybercommuting Work Agreement (found on the Intranet, Forms Directory) should be on file with Human Resources prior to cybercommuting.
2. **Suitability.** Before entering into any formal cybercommuting agreement, the employee and manager, with the assistance of Human Resources department, will evaluate the suitability of such an arrangement with particular attention to the following areas:
 - **Employee Suitability** - the employee and manager will assess the needs and work habits of the employee, compared to traits customarily recognized as appropriate for successful telecommuters.
 - **Job Responsibilities** - the employee and manager will discuss the job responsibilities and determine if the job is appropriate for a cybercommuting arrangement.
 - **Equipment needs, work space design considerations and scheduling issues.**
 - **Tax and other legal implications for the business use of the employee's alternate location on IRS and state and local government restrictions.** Responsibility for fulfilling all obligations in this area rests solely with the employee.

Generally, requests to cybercommute will not be approved when:

- The employee has less than six months of service.
- The nature of the job requires the employee's physical presence (e.g. cybercommuting may not be appropriate for an employee who closely supervises the work of other employees or requires face-to-face contact to provide effective customer service), or when efficiency is compromised when the employee is not present.
- The employee's performance evaluations do not indicate sustained high performance.
- The employee's observed productivity levels are problematic.
- The employee requires close supervision as indicated, for example, by the employee's consistent need for guidance on technical matters.
- The employee's current assignment requires frequent supervision, direction or input from others who are on-site.
- The employee has received disciplinary action or has a demonstrated attendance problem.

Cybercommuting is not intended to permit employees to have time to work at other jobs, run their own businesses, or to accommodate child care needs. A cybercommuter's failure to fulfill both qualitative and quantitative work requirements, whether under a traditional employment arrangement or a cybercommuting agreement, may be cause for disciplinary action, up to and including termination.

3. **Trial Period.** If the employee and manager agree, and the Human Resources designee concurs, a draft cybercommuting agreement will be prepared and signed by all parties and a three month trial period will commence.

OWENS COMMUNITY COLLEGE INTERNAL OPERATING PROCEDURES

4. **Work Schedule.** The employee and manager will agree on the number of days of cybercommuting allowed each week, the work schedule the employee will customarily maintain, and the manner and frequency of communication. Regardless of the location of the workstation or the time of day actual work is accomplished, all full-time college employees and all part-time employees are expected to work their designated number of hours per week. Employees are expected to follow supervisor-approved work schedules; management has the final decision regarding an individual's work schedule and location. The employee agrees to be accessible by phone or other agreed upon method within a reasonable time period during the agreed upon work schedule.

5. **Equipment.** Owens Community College will determine, with information supplied by the employee and the supervisor, the appropriate equipment needs for each cybercommuting arrangement on a case-by-case basis. The Human Resources and Information Technology Services (ITS) departments will serve as resources in this matter.
Equipment supplied by the organization will be maintained by the organization. Equipment supplied by the employee, if deemed appropriate by the organization, will be maintained by the employee. Owens Community College accepts no responsibility for damage or repairs to employee-owned equipment. Owens Community College reserves the right to make determinations as to appropriate equipment, subject to change at any time. Equipment supplied by the organization is to be used for business purposes only. The cybercommuter should sign an inventory of all office property and agrees to take appropriate action to protect the items from damage or theft. Upon termination of employment all college property will be returned to the college, unless other arrangements have been made.

Owens Community College will supply the employee with appropriate office supplies (pens, paper, etc.) for successful completion of job responsibilities. The organization will also reimburse the employee for all other business-related expenses such as phone calls, shipping costs, etc. that are reasonably incurred in accordance with job responsibilities.

6. **Work Environment.** The employee will establish an appropriate environment for work purposes. Owens Community College will not be responsible for costs associated with initial setup of the employee's remote work space such as remodeling, furniture or lighting, nor for repairs or modifications to the remote work space. Employees will be offered appropriate assistance in setting up a work station designed for safe, comfortable work through the Human Resource and Workplace Safety & Health Departments.

7. **Security and Confidentiality.** Consistent with the organization's expectations of information asset security for employees working at the office full-time, cybercommuting-employees will be expected to ensure the protection of proprietary college and customer information accessible from their alternate work site. Steps include, but are not limited to, use of secured locked file cabinets and desks, regular password maintenance, and any other steps appropriate for the job and the environment.

8. **Safety Inspection.** After equipment has been delivered, a designated representative of Owens Community College may visit the employee's remote work site to inspect for possible work hazards and suggest modifications. Repeat inspections may occur on an as-needed basis.

9. **Illness and Injuries.** Injuries sustained by the employee while at their remote work location and in conjunction with their regular work duties are normally covered by the college's workers' compensation program. Cybercommuting employees are responsible for notifying

OWENS COMMUNITY COLLEGE INTERNAL OPERATING PROCEDURES

the employer of such injuries in accordance with college worker's compensation procedures. The employee is liable for any injuries sustained by visitors to their work site.

An injury or illness will be considered work-related if it occurs while the employee is performing work for pay or compensation in the alternate work location, if the injury or illness is directly related to the performance of work rather than the general alternate work location environment or setting. Injuries and illnesses occurring while the employee is working for pay or compensation in the alternative work location will be treated like injuries and illnesses sustained by employees while traveling on business.

Employees cannot work from an alternate work location during medical leave without their physician's written authorization.

10. **Liability.** Owens Community College assumes no liability for injuries occurring in the employee's alternate work location workspace outside of work hours. Employees should note that some homeowner policies do not automatically cover injuries arising out of, or relating to, the business use of the home. For the employee's protection, employees should have their homeowners/tenants liability policy endorsed to cover bodily injury and property damage to all third parties arising out of or relating to the business use of their home. Employees who live in rented property should be aware that their lease may not permit business use of the premises.

The College accepts no responsibility whatsoever for the safety, security or suitability of any alternative work site. The College also accepts no responsibility for the personal property of any employee.

11. **Trial Period Evaluation.** Evaluation of cybercommuter performance during the trial period will include daily interaction by phone and e-mail between the employee and the manager, and weekly face-to-face meetings to discuss work progress and problems. At the conclusion of the trial period the employee and manager will each complete an evaluation of the arrangement and make recommendations for continuance or modifications. Evaluation of cybercommuter performance beyond the trial period will be consistent with that received by employees working at the office in both content and frequency but will focus on work output and completion of objectives rather than time-based performance.
12. **Communication Plan.** An appropriate level of communication between the cybercommuter and supervisor will be agreed to as part of the discussion process and will be more formal during the trial period. After conclusion of the trial period, the manager and cybercommuter will communicate at a level consistent with employees working at the office or in a manner and frequency that seems appropriate for the job and the individuals involved.
13. **Overtime.** Cybercommuting employees who are not exempt from the overtime requirements of the Fair Labor Standards Act will be required to record all hours worked in a manner designated by the organization. Cybercommuting employees will be held to a higher standard of compliance than office-based employees due to the nature of the work arrangement. Hours worked in excess of those specified per day and per work week, in accordance with state and federal requirements will require the advance approval of the supervisor. Failure to comply with this requirement can result in the immediate cessation of the cybercommuting agreement.

OWENS COMMUNITY COLLEGE
INTERNAL OPERATING PROCEDURES

14. Child Care. Cybercommuting is NOT designed to be a replacement for appropriate child care. Although an individual employee's schedule may be modified to accommodate child care needs, the focus of the arrangement must remain on job performance and meeting business demands. Prospective cybercommuters are encouraged to discuss expectations of cybercommuting with family members prior to entering into a trial period.
15. Termination of Agreement. The availability of cybercommuting as a flexible work arrangement for employees of Owens Community College can be discontinued at any time at the discretion of the employer. Every effort will be made to provide 30 days notice of such a change to accommodate commuting, child care and other circumstances that may arise from such a change. There may be instances, however, where no notice is possible.
16. There shall be no additional pay for cybercommuting. Nor shall mileage be paid for transportation between and employee's cybercommuting site and Owens Community College campuses.

These procedures were developed and implemented by the Vice President, Human Resources.

Any changes to the procedures must be submitted to the Board Secretary for President's Cabinet review.

These procedures conform to the policy as approved by the Board of Trustees on November 10, 2009, and as filed with the State of Ohio Electronic Rule Filing with the policy effective date of November 22, 2009.

Originated: 11-19-09. Inserted Forms Directory in Item 1, 05-08-12 pj