

VERMONT TECH

Manual of Policy and Procedures

<i>Title:</i> Work Outside Normally Designated Locations (NDL)	<i>Number:</i> T 218	<i>Page(s):</i> 4
	<i>Date:</i> July 2020	

PURPOSE

Supervisors and employees may mutually agree that working outside NDL may be a productive and suitable arrangement. All work shall be performed according to the same high standards as would normally be expected at the primary worksite.

PROCEDURES

The request to work outside NDL may be initiated by either an employee or supervisor.

Prior to entering into any such agreement, the supervisor and the employee will discuss and evaluate the suitability of such an arrangement and any other options that are possible. The request should include:

- A written set of expectations and work outcomes.
- A period of time during which the work outcomes will be completed.
- An agreed upon method of communication between employee and supervisor and a method to measure and evaluate outcomes.
- Any other special accommodations required to complete the work.

Any arrangements will extend only for the period of time which is required for the completion of the work outcomes.

Prior approval of the work at home arrangement by the President is required and must be in compliance with any applicable collective bargaining agreements. A work at home arrangement may be denied or discontinued at any time by the President. The decision by the President is not grievable.

Compliance:

Employees who enter into a work at home arrangement will be expected to ensure the protection of confidential or proprietary information accessible from their home office.

Employees who enter into a work at home arrangement are not exempt from the overtime requirements of the Fair Labor Standards Act and will be required to record all hours worked in a manner designated by the College. 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.

Employees who enter into a work at home arrangement are expected to comply with the College's stated safety requirements. The working conditions in the home should be safe and efficient and in compliance with the office workplace safety requirements as described in Chapters 4 & 5 (Fire Protection and General Safety, respectively) of the Vermont Technical College Safety Manual.

The employee will be covered by workers' compensation for job related injuries that occur in the designated workspace, including the employee's home, during the defined work period. In the case of injury occurring during the defined work period, the employee shall immediately report the injury to the supervisor and to Human Resources in accordance with VSC procedures for reports of injury.

Workers' compensation will not apply and VSC is not responsible for any injury sustained at the remote work location that is not sustained in the course of performing job duties for VSC. VSC is not responsible for injury to any persons other than the employee at the remote work site. Employee agrees that their home owners' insurance shall be kept up to date and is the sole source of liability coverage for any injury that is not work related or that occurs to any person other than to employee.

A work at home arrangement is not designed to be a replacement for use of accrued sick leave or appropriate dependent care, although either may be a factor in defining the reasonable and/or available options for accomplishing the "mission critical" work outcomes.

Hours of Work. The employee will have regularly scheduled work hours agreed upon with the supervisor, including specific core hours and telephone/other electronic accessibility. The employee must promptly and accurately report all exception time to regular hours (vacation, sick time, and other leave time) in accordance with VSC practices for exempt employees. The employee will attend job-related meetings, training sessions and conferences remotely as requested by supervisors. In addition, the employee may be requested to attend "short-notice" meetings. In addition, non-exempt employees will track all time, by hours worked, in UltiPro. Unless pre-approved by the employee's supervisor, the employee will not hold any face-to-face meetings at the remote worksite.

The College will determine with information supplied by the employee, the supervisor, human resources, and the IT Department the appropriate equipment needs for the duration of the work at home arrangement.

Equipment. Home worksite furniture and equipment shall generally be provided by the employee. In the event that equipment and software is provided by VTC at the remote work site, such equipment and software shall be used exclusively by the employee and solely for the purposes of conducting VTC business. Software shall not be duplicated and non-VTC approved software shall not be loaded on any VTC devices loaned to employee by VTC. If VTC provides equipment, the employee is responsible for safe transportation and setup of such equipment.

Equipment liability. VTC will repair and maintain, at the VTC worksite, any equipment loaned by the College to support the telecommuting arrangement. Employee agrees to use surge protectors at all times with any VTC computer used at the remote site. The employee will be responsible for:

- any intentional damage to the equipment;

- damage resulting from gross negligence by the employee or any member or guest of the employee's household;
- damage resulting from a power surge if no surge protector is used;
- maintaining the current virus protection software;
- maintaining all electronic devices that send or store data in conformity with the College's Information Security Policy.

VTC may pursue recovery from the employee for College property that is deliberately, or through negligence, damaged, destroyed, or lost while in the employee's care, custody or control. Damage or theft of VTC equipment that occurs outside the employee's control will be covered by VTC. VTC does not assume liability for loss, damage, or wear of employee-owned equipment.

Equipment such as computers, printers, software, and services such as fax lines provided on loan by the College remain the property of the College while on loan, and must be returned upon termination of the telecommuting arrangement. If College equipment is provided, each piece of equipment must be listed with its serial number when the employee takes possession after coordination with IT.

Security. Security and confidentiality shall be maintained by the employee at the same level as expected at all worksites. Restricted access or confidential material shall not be taken out of the primary worksite or accessed through a non-VTC owned computer unless approved in advance by the supervisor. The employee is responsible for ensuring that non-employees do not access VTC data, IT equipment, or records, either in print or electronic form. All confidential or private material must be maintained in a locked, secure location. Employees are responsible for following the Virtual Private Network (VPN), T-126 policy.

Internet Expenses. VTC will not reimburse employee for internet service at a remote site.

Office Supplies. VTC shall provide any necessary office supplies. Out-of-pocket expenses voluntarily incurred by employee for supplies normally available in the office will not be reimbursed. Employees using personal at-home printers will not be reimbursement for ink, toner, and other supplies.

The College will not assume any liability or responsibility associated with an initial set up of the employee's home office, such as furniture, repairs or lighting.

The College does not assume responsibility for tax and other legal implications for the business use of the employee's home based on IRS and state government regulations. Income taxes will be withheld based on the location of where the work is performed. Employees who live in a state other than Vermont are required to maintain accurate information in UltiPro for their home address and to immediately advise their supervisor if they move to another state. Supervisors must advise Human Resources of any telecommuting agreement with an employee who lives in a state other than Vermont. Employees may wish to consult their tax advisor with respect to other tax consequences.

Travel. The employee will not be paid for time or mileage involved in travel between the remote work site and primary work site unless reimbursement has been agreed upon in writing by the supervisor and is in accordance with the VSC's Travel Policy.

Inspections. In case of injury, theft, loss, or tort liability related to telecommuting, the employee agrees that agents of VSC may investigate and/or inspect the remote work site.

Policies. VSC policies, rules and practices shall apply at the remote work site, including but not limited to those governing communicating internally and with the public, employee rights and responsibilities, facilities and equipment management, financial management, information resource management, purchasing of property and services, and safety. Failure to follow policy, rules and procedures may result in termination of the telecommuting arrangement and/or disciplinary action.

The telecommuting arrangement may be discontinued at any time at the discretion of the President.

POLICY MODIFICATION HISTORY

- I. This policy has been revised on the following dates; the current version, above, is and has been in effect since the date of the most recent revision.
 - a) August 2005
 - b) July 2009
 - c) July 2020

Signed By:  Patricia Moulton President
