



AP 7280

Working Remotely:

Classified Professionals and Management/Supervisory/Confidential

References:

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All remote workers are expected to comply with the District Working Remotely policy and procedures.

Definitions

- Remote work: is defined as periodic work away from the normal work location, one or more days per week, either at home or at a remote site. More formally, it is the partial substitution of computers or remote technologies or both, for the commute to work. It is usually an off-site arrangement that permits employees to work in or near their homes, near clients' offices or at project sites for all or part of a work week.
 - Remote work may be accomplished either through full remote work in limited circumstances, such as designated IT professionals, or by a hybrid assignment where the employee splits their work week between a main office and a remote location. Remote work does not change the number of days and/or hours worked.
- Main office or official work-site: refers to the employee's normal and customary work site at a District location.
- On ground: refers to work accomplished at the employee's Main Office or other District location.

Eligibility

- Full-time classified employees, managers, and supervisors are eligible for participation in the remote work program.
- Probationary and temporary employees are not eligible to participate unless the position has been designated as remote due to special or extenuating circumstances and has been approved by the Vice President for their area.
- Employees serving in a training capacity or providing hands-on service will not normally be approved to participate in the remote work program on a regular, ongoing basis. Remote work will not be offered when doing so would impact the applicable department's ability to meet demand for on-campus services and support to address internal and external District needs.
- Managers and supervisors who have not completed timely performance evaluations of their subordinates will not be eligible to participate in this program until such time as those evaluations are made current. Additionally, a current, positive evaluation is required for all employees who apply to work remotely.
- Final approval for any remote schedule rests with the applicable Vice President and will be reported to Leadership Team.

- A remote work schedule can be revoked at any time by the manager or Vice President with the appropriate notification. See "Termination of Remote Work Agreement"

Determination of Remote Work

The District will determine which jobs may be considered for remote work. The following will be considered when determining remote work:

- The classification of the position
- The operational needs and the mission of the District
- The employees' knowledge and ability to perform the task from a remote location, such as a home office
- The impact on other department employees' tasks/workload
- Employee access to adequate equipment, high-speed internet, and/or reference materials
- Managerial assurance that the remote work schedule enhances or maintains current service levels and productivity
- Managerial assurance of accountability to a set work schedule
- The ability of the District and the employee to provide adequate security of information possessed, viewed, and used while working remotely

Participation approval

Participation in the remote work program will be based on the ability of the employee to perform tasks related to their position that can be completed from remote locations, and the manager's assessment of the employee's ability to complete those tasks satisfactorily. Remote work is voluntary and subject to prior written approval by both an employee's immediate supervisor and department Dean/Director. The final decision will rest with the appropriate Vice President. Approval must be completed prior to the development and start of the employee's remote work schedule by completion of the following:

1. Remote Work Agreement
2. Safety Checklist
3. Supervisor's Checklist

Implementation of the Remote Work Schedule

- Employees working remotely, whether a hybrid or fully remote schedule, do so at the discretion of the District.
- Upon prior District approval, employees may work a hybrid remote work schedule or a fully remote work schedule.
 - Hybrid Remote Work Schedule
 - Employees working a hybrid remote schedule may work remotely for no more than two (2) workdays per workweek. Hybrid remote work may be accomplished in partial days, as long as the number of hours working remotely in a workweek do not exceed the number of hours of two (2) workdays.
 - Employees working a hybrid remote schedule are expected to attend in-person on-ground meetings or other assigned functions. Failure to attend in person meetings or assigned functions may result in revocation of hybrid status.
 - Fully Remote Work Schedule
 - Employees working a fully remote work schedule are not normally required to report to on-ground work on a weekly basis.
 - Employees working a fully remote work schedule may be required to attend on-ground meetings.

- Employees working remotely are expected to update their email and voicemail messages to reflect their remote work status and schedule.
- Employees must take their applicable breaks and lunches as scheduled and continue to request and report absences and vacation time as required.
- Remote work schedules will not be split over the course of the workday or cause the employee to be in a shift differential arrangement.
- Employees must be working and available for regular communication while working remotely in a manner that is consistent with on ground work expectations and standard business practices.
- Supervisors must provide timely support, feedback, and direction for employees working remotely in a substantially similar manner to employees working on ground.

Equipment, Supplies, and other Expenses

Unless there are extreme mitigating circumstances, the District will not maintain redundant equipment for both an employee's remote office and main office.

- If the Vice President determines that additional equipment is needed for an employee working remotely, an Equipment Use Agreement form must be completed and signed by the employee's supervisor and Vice President.
- In the event of equipment malfunction, the employee must notify their supervisor immediately. If repairs will take some time, the employee may be directed to report to the main office until the equipment is usable.
- District-owned equipment and services are to be used only for District business. The employee must repair and/or replace at their own expense any District-owned equipment that is damaged, lost or stolen due to inattention.
- Employees must request equipment and supplies necessary to perform their job from their supervisor. Employees that purchase and use any equipment and/or supplies without prior approval may not be reimbursed.
- Employees participate in this remote work program voluntarily and are responsible for any additional costs incurred to work remotely.

Travel and Travel Time

Mileage reimbursement will not be provided for travel between the main office and the remote location for employees working remotely. For employees working "fully remote", if the remote location is formally reassigned as the employee's official worksite, trips to the main office worksite for official business may be reimbursed for travel. (5 U.S.C sec. 5702). Other approved District travel must comply with the District's procedures governing travel.

Health and Safety

If an employee incurs a work-related injury in the approved "home office" portion of the house during the agreed upon remote work schedule, workers' compensation laws and rules apply just as they would if such an injury occurred at the main office. However, if the injury occurs in another portion of the home, even if during remote work hours, it will not be covered under workers' compensation laws.

Employees must notify their supervisors immediately and complete all necessary documents regarding a work-related injury, or regarding an injury that occurred during working hours.

Renewal of Remote Work Agreement

The Remote Work Agreement, the Safety Checklist and the Supervisor's Checklist must be completed and approved at least annually. If the employee's remote work site changes, the Agreement and Checklists must be updated and approved. If the employee's address changes,

the employee must immediately notify the District and update their address with Human Resources. The employee's remote work location must be within the state of California. Employees are required to report to required in-person meetings or other functions as assigned. This is not considered a change in work location, and advance notice will be given when practicable. It is the employee's responsibility to timely report to required in-person meetings and functions.

Termination of Remote Work Agreement

- The employee may discontinue participation in remote work at any time, for any reason, upon written or verbal notice to his/her supervisor.
- Management may terminate an individual employee's participation at any time as follows:
 - For any reason, upon providing up to fourteen (14) calendar days prior written explanation to the affected employee.
 - For reasons of unfitness of the assignment, 24-hour prior explanation will be provided to the affected employee. All verbal explanations are to be followed with a written explanation, within fourteen (14) calendar days.
 - Failure to maintain a proper and safe remote work environment will result in immediate revocation of the Remote Work Agreement.
- If equipment fails and will lead to loss of work of a specific period of work time (more than four hours of work), the employee should return to their main office. The employee will remain in their main office until such time as the equipment is again functional. The Remote Work Agreement will be temporarily suspended if the equipment is malfunctioning.
- The requirement for prior written notification and explanation may be waived in the event of an emergency (such as equipment failure) or otherwise at the discretion of the District.
- Termination or modification of the Remote Work Agreement by District is not a disciplinary action and is not subject to the grievance process.