

Allegany College of Maryland
REMOTE WORK POLICY

Adopted date 07/01/2021
Revised Date (if applicable) 10/2022
Approved by Board of Trustees 11/21/2022
Implementation Date 01/01/2023
Type of Policy Mandated

PURPOSE

Allegany College of Maryland provides remote work arrangements to employees when it is mutually beneficial to both the employee and the college. The policy defines remote work, indicates the requirements for Remote Work Application & Agreement and outlines the responsibilities of both remote workers and Allegany College of Maryland.

POLICY

I. Policy Statement

Remote work is defined as a work arrangement where the employee enters into a mutually agreed-upon arrangement with the college to perform their job duties in an approved alternate location, while using technology to connect to the college in performance of their job requirements. Remote work may not be suitable for all employees and/or positions. All remote work arrangements will be evaluated on an ongoing basis and subject to modification or discontinued upon written notice. A remote work arrangement does not change the terms and conditions of employment with the college. Only employees living in Maryland, West Virginia and Pennsylvania are eligible to remote work.

An employee who is out of the campus-assigned workspace on remote work day(s) must be reachable during scheduled hours by phone and electronically, and if necessary, the employee may be required by the supervisor to return to the office with reasonable notice. The employee is expected to provide, if requested, planned work assignments to be undertaken while remote working and to summarize accomplishments to the supervisor. Open and ongoing communication is required between the remote worker and the supervisor for remote work to be successful and to continue.

A remote working employee's salary, job responsibilities, number of hours worked, and benefits remain unchanged while away from the campus-assigned office. To the extent possible, the amount of time an employee is expected to work and/or productivity expectations will not change due to remote working, though remote work schedules may include flexible hours outside of regular business hours. If different than normal business hours, the remote worker's schedule must be agreed upon by the supervisor and remote worker. Schedules may be reevaluated and updated as needed.

Remote work is not a substitute for child or other dependent care. Remote workers shall make or maintain childcare, adult care, or similar personal arrangements to permit concentration on work assignments during agreed upon work hours.

The college is not required to offer meetings in a hybrid modality to accommodate remote work schedules. Further, remote work arrangements do not guarantee that the college meetings will be offered in a hybrid fashion. Employees are expected to come to campus to participate in in-person meetings on their remote work day, if requested and if virtual options will not be available.

Remote Work Policy for Faculty

Faculty members' teaching and learning obligations are performed in a variety of methods including assignments at campus-assigned facilities, at off-campus instructional sites, and by online instruction. Given the nature of faculty work, it is an accepted practice for faculty members to conduct their work activities on varied schedules and in alternate locations as appropriate and approved by Instructional and Student Affairs at the time of course creation and publication.

Remote Work Application & Agreements are not required to be completed by faculty. However, if it is determined that a faculty member's normal assignment warrants regular work at an alternate off-campus location which varies from their regularly assigned teaching and learning obligation, a Remote Work Application & Agreement shall be entered into at the time of offer or assignment to the off-campus location.

Exception to the Policy for Emergencies

The college may implement a temporary allowance for more flexible and widespread remote work arrangements during an adverse working condition emergency, such as fire, power failure or public state of emergency. As such, it may be necessary to temporarily lift certain requirements of this policy, such as a Remote Work Application & Agreement, during all or a portion of the emergency, as deemed appropriate by the President of the college or designee.

Situational Remote Work Request

Situational remote work is ad hoc remote work that can be completed offsite as it occurs on a non-routine basis that is approved on a case-by-case basis for a temporary period of time for various reasons. With advanced notice, employees must obtain written approval with the reason for the situational remote work, from their supervisor. Some situational reasons may include special work assignments that require uninterrupted blocks of time for successful completion, intermittent FMLA leave where the leave does not preclude the employee from performing their duties at the alternate work location, or to accommodate special requests.

Remote Work Requests as a Reasonable Accommodation

Reasonable accommodations to existing work requirements may be provided to individuals with disabilities in accordance with the Americans with Disabilities Act (ADA) and the Americans with Disabilities Act Amendments Act (ADAA). Employees requesting a remote work arrangement as a reasonable accommodation should contact the Office of Human Resources.

II. ELIGIBLE POSITIONS AND EMPLOYEES

The following criteria will help to establish position and employee eligibility for remote work. The criteria are not exhaustive, and Administration reserves the right to identify positions that are not eligible for remote work. Management decisions regarding approval, denial and revocation of remote work arrangements are to be made fairly, equitably and based on work-related factors. The

Human Resources Office is available to assist supervisors and Administration with questions regarding position and employee eligibility.

	Criteria Identifier	Position Eligibility	Answers	Eligibility
Step 1	C1	Does this position perform trades-based tasks, operate machinery, hands-on technical tasks, transportation, physical maintenance or custodial services of college facilities or provide campus security?	Yes	Ineligible for Remote Work
	C2	Does this position serve as the only point of contact for the unit or support/service area (place-based service)?	Yes	Ineligible for Remote Work
	C3	If this position provides student services or support, does it require the presence of the employee on a daily basis (i.e. recruitment, campus tours)?	Yes	Ineligible for Remote Work
	C4	If the employee works remotely, will the student/customer still receive the same level of service as if the employee was physically present? (i.e. immediate attention, without transfers or delays due to employee's absence due to remote work; service can be completed without compromising the ability for others to complete their work, or by someone other than a supervisory employee). Consider student or customer experience.	Yes	Eligible
Step 2	Criteria Identifier	Employee Eligibility ("yes" is required from all criteria in Step 2 to be eligible)		
	C5	Has the employee worked for ACM for 6 months or more?	Yes	Eligible
	C6	Can the employee successfully work independently and productively on their own and is self-motivated?	Yes	Eligible
	C7	The employee has no active formal disciplinary actions on file for the current or immediately preceding review period and satisfactory performance evaluations?	Yes	Eligible
	C8	Does the employee have the technology to complete work tasks remotely, in a similar capacity as if they were in the office, i.e. Phone and reliable internet?	Yes	Eligible
	C9	Can the supervisor effectively manage their team remotely?	Yes	Eligible

The President reserves the right to designate a position for 100% remote work. Even if the position is deemed to be a 100% remote, employees may be expected to periodically have a physical presence at an assigned campus location when required by the college.

III. PROCESS

Remote work must be documented as approved through a Remote Work Application and Agreement. An employee must initiate a Remote Work Application & Agreement and submit to their supervisor. The Remote Work Application & Agreement outlines general expectations and

guidelines for remote work arrangements. The Remote Work Application & Agreement must be approved before the employee begins remote working.

Within five (5) business days of receiving the remote work application, the supervisor will analyze the nature of the position using the criteria to assess if the position qualifies for remote work (step 1). If the position is eligible using the criteria from Step 1, the supervisor will next evaluate the employee to assess if the employee qualifies for remote work (step 2). The supervisor will approve or deny the request for remote work and forward to the vice president. The vice president will certify the criteria-based eligibility for the position, giving fair and impartial consideration of the supervisor's approval or denial. The supervisor shall communicate to the employee within five (5) business days the approval or denial of the Remote Work Application & Agreement, providing a copy of the application to the employee with the notes/comments for approval or denial.

After the employee is approved for remote work, the supervisor and the employee will collaborate on the number of days the position will be eligible to remote work, with no more than two (2) days per week. The supervisor will consider factors including, but not limited to: office coverage, number of eligible staff in the department that will be participating in remote work, impact to student or customer service, and/or the percentage of essential functions of the position that can be conducted remotely. A signed Remote Work Application & Agreement will be retained by the Office of Human Resources in the employee's personnel file and copies should also be retained by the employee and the supervisor.

The Remote Work Application & Agreement may be discontinued or temporarily rescinded at the request of either the remote worker or the college (examples may include but are not limited to staffing issues). When practicable, either the college or remote worker should provide a two week notice of termination or temporary suspension of the Remote Work Application & Agreement.

Performance issues, such as decreases in productivity or behaviors that detract value from the college, may result in the loss of remote working status and/or may result in disciplinary action.

Termination of college employment results in immediate cancellation of any Remote Work Application & Agreement with the employee.

IV. GENERAL EXPECTATIONS AND CONDITIONS

- A. Conditions of Employment.** The remote worker's conditions of employment shall remain the same as for non-remote working employees; wages, benefits and leave accrual will remain unchanged unless there is a change in employment status or scheduled hours that impacts benefit eligibility.
- B. Compliance with Policies.** All college policies, rules and procedures shall apply at the remote work site, including those governing communicating internally and with the public, 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 remote work arrangement and/or disciplinary action.
- C. Hours of Work.** The Remote Work Application & Agreement shall specify the regularly scheduled work hours agreed upon by the remote worker and their supervisor. The amount of time the remote working employee is expected to work shall remain the same as for on-campus

work, unless specified otherwise in the Remote Work Agreement. A remote working employee must be available during scheduled work hours by phone, e-mail and other specified methods of communication with their supervisor, co-workers, other college employees and others outside the college with whom job-related communication is necessary. Remote work days should be scheduled on a consistent basis when possible. Consistency of hours will allow others in the department and on campus to adjust schedules as needed.

If attendance on campus is required, the supervisor shall attempt to provide at least 24 hours' notice. However, sometimes notice of less than 24 hours may occur. The supervisor will use electronic means of communication whenever possible as an alternative to requesting attendance at such "short-notice" meetings, but there may be times when the employee's physical presence is deemed essential. In such cases the supervisor must provide sufficient notice to allow the employee a reasonable time to travel to campus to participate in the meeting

- D. **Evaluation and Continuation.** All Remote Work Application & Agreements will continue unless modifications, adjustments, or terminations occur. Remote Work Application & Agreements are not transferrable to other positions.
- E. **Fair Labor Standards Act.** Remote working employees who are not exempt from the overtime requirements of the Fair Labor Standards Act (FLSA) will be required to record all hours worked in a manner designated by the college. Remote working employees will be held to the same standard of compliance as campus-based employees. The agreed upon work schedule shall comply with FLSA regulations. For non-exempt employees, hours in excess of the regular work schedule must be pre-approved by the supervisor. Failure to comply with this requirement can result in the immediate termination of the Remote Work Application & Agreement.
- F. **Emergency Disruptions and Inclement Weather.** If the primary worksite is closed due to an emergency or inclement weather, the remote working employee will follow the same instructions for work hours as employees who do not remote work. If there is an emergency at the remote work site, such as a power outage, the remote worker will notify the supervisor as soon as possible. The remote worker may be reassigned to the primary worksite or an alternate worksite in such cases or be required to take leave.
- G. **Alternate Work Site.** The remote worker must establish and maintain a dedicated workspace that is quiet, clean, and safe, with adequate lighting and ventilation. The remote worker will not hold in-person business visits or meetings with professional colleagues, customers, or the public at the alternate worksite. In-person meetings with other college staff will not be permitted at the alternate work location unless approved in advance by the employee's supervisor. The college reserves the right to have a representative visit the alternate work site as long as 24-hour notice is provided. The remote working employee agrees to adhere to any zoning regulations applicable to the designated alternate work site. The college is not responsible for any zoning violations resulting from establishment of the alternate work site.
- H. **Inspections.** In case of injury, theft, loss, or tort liability related to remote work at the alternate work site, the remote worker must allow agents of the college to investigate and/or inspect the remote work site.
- I. **Equipment.** Furniture and equipment, including computer workstations, shall generally be provided by the remote worker. In the event that equipment and software is provided by the

college at the remote work site, such equipment and software shall remain the property of the college and shall be used exclusively by the remote worker and only for the purposes of conducting college business. Software shall not be duplicated. In most situations, the college will provide a computer workstation on campus that the remote worker may access by remote desktop software. If the college provides equipment, the remote worker is responsible for safe transportation and set-up of such equipment unless the equipment is being specifically ordered for the remote worker and is being directly delivered to the off-campus work site. In addition, before removing any equipment from the college campus or receiving any equipment through direct delivery, the remote worker must properly identify equipment on the Remote Work Application & Agreement form.

- J. **Equipment Liability.** The college will repair and maintain any equipment owned by the college. The remote worker is responsible for safely transporting such equipment to campus for repair, maintenance, and updates or installation of virus protections and security measures by the IT department unless movement of the equipment is likely to result in damage. Surge protectors or other protective devices must be used with any college computer made available to the remote worker. The college may pursue recovery from the remote worker for college property that is deliberately, or through negligence, damaged, destroyed, lost or stolen while in the remote worker's care, custody or control. The college does not assume liability for loss, damage, or wear of employee-owned equipment.
- K. **Data Security & Confidentiality.** Employees approved for remote work are responsible for the security and confidentiality of information, documents, and records in their possession or used during remote working. Restricted-access material should not be accessed or removed from the worksite without written consent from the employee's supervisor. Employees approved for remote work must apply appropriate safeguards to protect Allegany College of Maryland's confidential information from unauthorized disclosure or damage, and must comply with all privacy and security protocols, the Technology Security Policy, and the Technology Resource policy.
- L. **Intellectual Property.** Products, documents, and records developed while remote working is property of the college. The remote worker must have a method to safeguard the security of all institutional data, including, but not limited to, intellectual property, proprietary information, confidential personnel information, Family Educational Rights & Privacy Act (FERPA) protected student records, Health Insurance Portability & Accountability Act (HIPAA) protected health information, and attorney-client communications.
- M. **Record Retention.** Products, documents and records that are used, developed, or revised while remote working shall be maintained or restored to the college's computerized record system.
- N. **Remote work Expenses**
- **Office Supplies.** The college shall provide any necessary office supplies. Out-of-pocket expenses for supplies normally available in the office will not be reimbursed unless pre-approved by the supervisor. All supplies should be secured in the remote work site and must not be used by the remote worker or others for personal purposes.

- **Business-related Expenses.** The college will reimburse the employee for certain business-related expenses such as shipping costs or postage, etc. that are reasonably incurred in accordance with job responsibilities, with prior approval from the employee's supervisor.
- **Travel and Incidental Costs.** The remote worker will not be paid for time or mileage involved in travel between the remote work-site and the primary worksite. Unless otherwise stated in the Remote Work Application & Agreement, all incidental costs, such as residential utility costs, homeowner's insurance or cleaning services, are the responsibilities of the remote worker.
- **Taxes.** Remote workers should consult with a tax expert to determine the tax implications of a home office. The college will not provide guidance nor claim responsibility for any Federal or State tax liability.

V. APPEAL PROCESS

The employee has the right to appeal the remote work eligibility denial.

- A. To file an appeal, the employee must submit a written request to the President within five (5) business days of notification of the denial. The written request for appeal should provide, in specific detail, the reasons the staff member disagrees with the denial. Failure to file a timely appeal shall constitute a waiver of the appeal process and the overall decision will be final.
- B. Within five (5) business days of receiving the copy of the appeal, the Vice President and President will meet to review the appeal and discuss the reasons/rationale for the denial.
- C. The President will schedule a meeting with the staff member within five (5) business days from the date of the meeting with the Vice President. The staff member will have the opportunity to present a response/rebuttal to the denial.
- D. After the meeting the President will have five (5) business days to either: uphold the original recommendation; or overrule the original recommendation and amend the remote work decision
- E. The President's decision is final, the decision will be communicated to the Vice President, who will then be responsible for communicating the decision to the employee within five (5) business days and the final communication is documented and attached to the application.

VI. ADMINISTRATION OF POLICY

The Human Resources Office is responsible for implementation, administration, and oversight of this policy. Questions can be directed to the Human Resources Office.

VII. CHANGES

Substantive changes to this policy require approval by the Board of Trustees; editorial changes, title/position changes, and/or changes to its implementation procedures may be made as required by federal or state mandate and/or institutional need with timely notice to employees.