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## ASUN Operating Procedure – 5008

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### Operating Procedure Synopsis

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**Title:** Telecommuting

**Approval Date/Revision Date(s):** 9/2022

**Review Date(s):**

**Executive Cabinet Liaison:** Vice Chancellor for Finance and Administration

**Responsible Manager:** Director of Human Resources

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### A. Purpose and Scope

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The purpose of this procedure is to allow employees to work at approved Alternate Work Locations for all or part of their workweek. Telecommuting can improve productivity and job performance as well as promote administrative efficiencies, support continuity of operations plans, and sustain recruitment and retention of a highly qualified workforce by enhancing work/life balance.

This procedure applies to Arkansas State University-Newport. It applies to all full-time benefit-eligible employees of the College.

Guidance on application of this procedure to employees who were approved to Telecommute prior to the effective date of this procedure is provided in Section D (C) (2).

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### B. Definitions

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**Alternate Work Locations:** approved locations, other than the employee's assigned campus workplace, where official College business is performed. The most common Alternate Work Location is the home of an employee, subject to the approval described in the procedure.

**Campus Workplace:** an ASUN location of work where employees performing the same or similar job or who are working for the same department are typically located.

**Telecommuting:** a work arrangement where the employee enters into a formal agreement (Telecommuting Agreement) with the College to perform their essential job duties in an Alternate Work Location at least one day per week or on an as-needed basis, as agreed upon by the College and the employee.

**Telecommuting Agreement:** A formal document memorializing the agreement and Performance Plan between the employee and the College for an employee to perform their essential job duties in an Alternate Work Location at least one day per week or on an as-needed basis, as agreed upon by the College and the employee.

\*All ASUN students, faculty, staff and administrators are expected to adhere to operating procedures.

**Performance Plan:** A written document memorializing performance expectations and goals for the Telecommuting employee.

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## **C. General Provisions**

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**ASUN Telecommuting:** Telecommuting is a work alternative that is appropriate for some employees and some jobs but not all employees and all positions. No College employee is entitled to or guaranteed the opportunity to telecommute. Certain categories of positions are ineligible for Telecommuting. Whether a particular employee may telecommute is a decision made on a case-by-case basis taking into consideration an evaluation of the likelihood of the employee succeeding in a Telecommuting arrangement and an evaluation of the supervisor's ability to manage remote workers. Telecommuting arrangements most commonly are for partial Telecommuting; for example, Telecommuting one or two days per week.

Employees who are approved for Telecommuting will be required to sign an ASUN Telecommuting Agreement.

All Telecommuting employees are expected to perform essentially the same work that they would in the campus workplace, in accordance with the same performance expectations and in accordance with the terms of the Telecommuting Agreement. Telecommuting agreements may be established for a long-term or short-term period. All Telecommuting Agreements will be reviewed/renewed on at least a fiscal year basis, and, at the discretion of the Telecommuting employee's supervisor, at shorter time intervals.

An employee's classification, compensation, and benefits will not change solely on the basis that the employee is approved for Telecommuting.

The College may establish Telecommuting as a condition of employment based on the College's business needs. In such cases, this requirement should be included when the position is advertised and in correspondence offering employment documentation.

In the event of a pandemic or other emergency, the College may institute "social distancing" Telecommuting procedure. In other words, employees may be directed to stay away from work. Those employees should be directed to work from home when possible. In these emergency circumstances, the College may waive the requirement for completing a Telecommuting Agreement form, and Telecommuting could be deemed to be a condition of employment for the duration of the emergency.

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## **D. Procedures**

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Please refer to the ASU System Telecommuting Policy.

<https://www.asusystem.edu/dotAsset/09684abd-c05b-4b07-9824-bebd993ec05f>

### **A. ASUN Eligible Positions and Employees**

Supervisors, in consultation with the Office of Human Resources, will analyze the nature of a position and how the work is performed and determine which positions are appropriate to designate or approve for Telecommuting. Supervisors and Human Resources will take into consideration certain factors in determining the feasibility of Telecommuting, including the College's ability to supervise the employee adequately and whether any duties require use of equipment or tools that cannot be replicated at home. Other critical considerations include but are not limited to:

- There is a need for face-to-face interaction and coordination of work with employees;
- In-person interaction with outside colleagues, clients, or customers is necessary;

- The position in question requires the employee to have immediate access to documents, certain equipment or other information located only in the campus workplace;
- The Telecommuting arrangement will impact service quality or College operations, or increase workload for other employees; and
- The position can be structured to be performed independently of others with minimal need for support and little face-to-face interaction.

Typically, a position being designated as Telecommuting-eligible indicates that partial rather than full-time Telecommuting is feasible. The Office of Human Resources, in consultation with the departments, will identify broad categories of positions that are not eligible for Telecommuting, including, but not limited to direct service and location-specific positions, such as police officers, grounds workers, facilities trades workers, custodial, food services, administrative assistants, administrative specialists, front desk attendants, library support staff, and IT direct support positions. This list of positions is not exclusive.

If an employee in a Telecommuting-eligible position requests approval for Telecommuting, the supervisor in consultation with the Office of Human Resources, will determine whether the employee is eligible. If Human Resources has not yet determined whether the position is Telecommuting eligible, the employee or supervisor may request Human Resources to make the determination. Generally, the following conditions must be met to approve an employee for Telecommuting:

- The employee has been in the position for at least six months;
- The employee has no active formal disciplinary actions on file for the current or immediately preceding review period;
- The employee has a demonstrated ability to work productively on his/her own and is self-motivated and flexible; and
- The employee received at least a “Fully Meets Standards” evaluation in the previous evaluation cycle.
- The employee has provided confirmation that the Alternate Work Location is in a location that has the space and electrical/utility access necessary for the job requirements. The employee’s information technology capabilities and security at the Alternative Work Location must be approved by the ASU System Chief Information Officer.
- The employee has demonstrated familiarity with all applicable laws, as well as ASU System and ASUN campus policies, including the Family Educational Rights and Privacy Act.
- The employee has agreed to adhere to the “Security Guidance for Working Remotely” standards published by the ASU System Information Technology Department.
- Supervisors must ensure that the Telecommuting decisions are made for appropriate, non-discriminatory reasons.

## **B. General Expectations and Conditions**

1. **Compliance with Policies.** Employees must agree to comply with college rules, policies, practices, and instructions and acknowledge understanding that violation of such may result in the termination of the Telecommuting Agreement and/or disciplinary actions up to and including termination. Employees who telecommute are subject to the same policies as non-Telecommuting employees, including policies relating to information security and data protections described in item B.8 below.

2. **Hours of work.** The total number of hours that Telecommuting employees are expected to work will not change solely on the basis of the Alternate Work Location. The College expects the same level of productivity from Telecommuting employees that it expects from employees at the Campus Workplace. Telecommuting 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 College. Hours worked in excess of those specified in the Telecommuting Agreement require the advance written approval of the supervisor. Telecommuting is not intended to serve as a substitute for child or adult care.
3. **Work Agreements and Supervision.**
  - a. The telecommuting employee and their supervisor shall mutually agree upon modes of communication (i.e., telephone, fax, network access, or e-mail).
  - b. The employee may be required to commute to the Campus Workplace to attend department meetings or work-related events in person. Commuting expenses incurred by the telecommuting employee are their responsibility and are not subject to reimbursement claims.
4. **Use of leave.** Employees cannot use Telecommuting in place of sick leave, Family and Medical Leave, Workers' Compensation leave, or other types of leave. Time taken off during assigned Telecommuting hours must be reported, in accordance with department and College requirements.
5. **Liability.** As a term of the Telecommuting arrangement, the College assumes no responsibility for injuries occurring in the employee's Alternate Work Location outside the agreed upon work hours or for injuries that occur during working hours but do not arise out of and in the course of employment. The College also assumes no liability for damages to an employee's real or personal property resulting from participation in the Telecommuting program. It is the Telecommuting employee's responsibility to provide any notice necessary to the employee's home-owners insurance provider and to pay any additional charges for coverage. The College will not pay or reimburse for these or related costs.
  - a. Workers' compensation coverage is limited to designated work areas in employees' homes or Alternate Work Locations. Employees who telecommute must agree to practice the same safety habits they would use in the Campus Workplace and to maintain safe conditions in their Alternate Work Locations. Employees must follow normal procedures for reporting illness or injury.
  - b. To ensure safe working conditions exist, the department retains the right to make on-site visitation of the home workspace or other Alternative Work Location. Telecommuting employees who have questions regarding the safety of their Alternate Work Location may contact their supervisor for further direction.
6. **Equipment and Materials.** The College will provide equipment and materials it determines are needed by Telecommuting employees to effectively perform their duties. Office supplies will be provided by the department; however, out-of-pocket expenses for supplies the employee purchases that are normally available in the Campus Workplace will not be reimbursed. The department shall not provide office furniture. If locking file drawers or cabinets are a requirement for the employee's assigned tasks, the employee shall acquire the locking drawer or cabinet prior to beginning the Telecommuting. Telecommuting employees will use College-owned equipment only for legitimate College business purposes. Telecommuting employees are responsible for protecting College-owned equipment from theft, damage, and unauthorized use. The College will maintain, service, and repair College-owned equipment used in the normal course of employment. The College will stipulate who is responsible for transporting and installing equipment and for returning it to the Campus Workplace for repairs or service at the time of the Telecommuting assignment or, if later, upon acquisition of the equipment.

Note: College equipment that is provided must be documented on the “Equipment Inventory Off-Campus Usage Authorization Form” and attached to the Telecommuting Agreement.

7. **Costs of Telecommuting.** The College is not obligated to assume responsibility for operating costs, home maintenance or utilities, or other costs incurred by Telecommuting employees in the use of their homes or other spaces as Alternate Work Locations.
  8. **College Information.** Employees must safeguard College information used or accessed while Telecommuting, in accordance with ASUN’s applicable information technology, FERPA, and HIPAA policies. The Telecommuting employee must have specific written permission from the supervisor to work on confidential or proprietary information or material, as defined by the College, at Alternate Work Locations. Telecommuting employees must agree to follow College-approved physical and technical security procedures in order to ensure confidentiality and security of such information.
  9. **Training for Managers and Supervisors.** The College encourages the successful and appropriate use of Telecommuting by providing training through Human Resources to supervisors and managers in effectively managing Telecommuting employees.
- C. **Telecommuting Agreement.** Telecommuting must be documented and approved through a Telecommuting Agreement. The Telecommuting Agreement establishes the specific conditions that apply to employees working in Alternate Work Locations, including those required by this Procedure. The Telecommuting Agreement must be approved and signed by the Chancellor, Employee’s Supervisor, Employee, and the Office of Human Resources.

A Telecommuting Agreement may be for up to a one-year term, with a renewable term, or for a shorter term, at the supervisor’s discretion. Renewal is not guaranteed; the Telecommuting arrangement, employee performance, and other circumstances will be considered by the supervisor in determining whether to renew the Telecommuting Agreement.

1. **Modification or Termination of the Telecommuting Agreement.** The supervisor, in consultation with Human Resources, may modify or terminate the Telecommuting Agreement before the end of the specified term for performance concerns, changing operational needs, or any other non-discriminatory reason. The employee may also terminate the Telecommuting Agreement at any time unless it was a condition of employment or is in response to an ongoing emergency.
2. **Pre-existing Telecommuting Arrangements.** This Procedure replaces any previous telecommuting policies. All existing Telecommuting Agreements (verbal or written) for employees on the ASUN campuses must be resubmitted and approved using this updated Procedure and Agreement.
3. **No In-Person Meetings.** The telecommuting employees shall not permit any work-related visitors or conduct any in-person meetings at their home or other Alternative Work Location.

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## E. Related Information

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N/A