

Title: Work From Home Policy	Number: <b>5.36.1116.01</b>
Approved by the Board of Governors Date: November 8, 2016	Implementation Date: November 8, 2016
Revised Date:	
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## **RATIONALE**

By virtue of the presence of mould at the College, some employees may be requested by their physicians to avoid their work environment. While the College continues to take the steps necessary to improve and create a healthy working environment for its employees at all levels, it also recognizes the importance of, and values their health. Under such circumstances, provision is made for permitting full- and part-time employees who may be so affected, to perform their duties from their homes. The policy assumes that the employee's home environment is a safe and healthy one.

The policy ensures that such employees are able to reach agreement with the College to perform their work responsibilities in a manner that ensures that their performance, productivity and accessibility to students, faculty, supervisors and other colleagues are not compromised during such absence. It also provides guidelines that ensure that work from home agreements between an employee and the College are for a specific period of time. Agreement between an employee and the College to work at home is not an employee's right or benefit, hence employees will be permitted to work at home at the discretion of the College.

## **POLICY**

### **1. Content of the Agreement**

Full-time employees may be permitted to work from home only in instances of mould-related medical considerations that have been documented by a physician. The employee is required to enter his or signature on an agreement that describes, at minimum, the extent of their work capacity as defined by their physician, the specific goals and expected outcomes that are in keeping with their job description and as assigned by their supervisor, for which they will be responsible, the schedule for completion of tasks related to their goals or related assignments, the frequency and manner of their in-person and other consultation with their immediate supervisor, and the duration of the agreement that may be considered for renewal based on a follow-up and documentation of the employee's suspected mould-related condition by a physician. The employee's working hours from home is the same as those required, had the employee been able to work at the College, except on legal holidays or College identified non-working days.

### **2. Liability and Working Hours**

In entering into a Work from Home Agreement, the College assumes that the employee's home environment is a safe and healthy one, and that the employee will not be exposed to any physical, toxic or other conditions that may be harmful to the employee in the course of carrying out his or her responsibilities. The College is not responsible for liabilities of any kind, should the employee choose to carry out the work responsibilities from a location outside his or legal residence during the hours stated in this policy.

### **3. Equipment and Software**

The College agrees to provide any specialized equipment and software that is present at the employee's immediate workstation, and is willing to provide the technical support of its staff that is necessary to install and maintain such equipment in working condition. Specialized equipment does not include computers, printers or internet modems; however computers may be requested. For employees whose responsibilities entail regular interactions with students and faculty or who are required to attend regularly scheduled meetings in the course

of carrying out their responsibilities (e.g. faculty, counsellors, members of the President's Cabinet), the College must ensure that provisions are made, from both the campus and from equipment provided to the employee, for the use of a suitable visual means of interaction (such as Skype) between the employee and members of the College community. The employee is required to return all College equipment that may be provided, in working condition, when the agreement ends or is terminated.

#### **4. Signatures and Approvals**

The Work from Home Agreement must be signed by the employee and the immediate supervisor, and must be approved by the President.

#### **5. Periodic Review and Renewal of the Agreement**

Medical re-assessment of the employee's condition must be submitted consistent with the physician schedule reassessment, so that the College can be advised concerning the employee's need for continuing absence related to the original assessment that was the basis for the Work from Home Agreement. It is the responsibility of the College to provide to the physician, on request, any description of work completed or test results that bear on steps to remediate the conditions of the employee's work environment. The College may on occasion and at its expense, choose to request that the employee provide a medical certificate from a physician approved by the College.

#### **6. Employee Benefits**

Employees with an approved Work from Home Agreement are entitled to all leave and other benefits that pertain to them. They are required to continue to make request for such benefits as vacation, sick or other leave for which they are eligible from the College in writing (or by using the People Trak system) during the time that the Work from Home Agreement is in effect. They are also required to report any absence or other variance from their expected accessibility during working hours at home directly to their immediate supervisor; so that their records may reflect the integrity that is expected while employed at the College worksite.

## **7. Employee Performance Evaluation.**

Employees who are approved to work from home are subject to the same requirements for performance review as all other employees. The schedule, forms and requirements for such review is consistent with the requirements of the category of employees to which they belong (faculty, administrator, staff).

## **8. Social Security Requirements and the Policy**

For employees whose medical condition indicates that they are unable to work from home due to other medically substantiated circumstances, the policy affirms the requirement of the Social Security Ordinance (Cap 266) which states that employees are required to submit application for a review of social security benefits within thirty (30) days of their receipt of a medical certificate that indicates their need to absent themselves from their work environment. Where such benefits are approved, the employee may receive payment totalling 66.67% of their salary each month. The College is under no obligation to pay the remaining 33.33% of their full-time salary until such time as the social security benefits are discontinued.

In instances where an employee receives social security benefits related to the illness that duplicates any payments made by the College, it is the responsibility of the employee to return such duplicated salary payments to the College.

## **PROCEDURE**

### **1. Eligibility / Work from Home Criteria**

To be eligible for consideration of a Work from Home Agreement, an employees must:

1. be a full-time or part-time that has completed his or her probationary period,
2. be unable to perform the duties of their job description on campus due to environmental considerations.
3. submit a request to work from home that is accompanied by a medical certificate signed by a local or specialized physician which states that their presenting medical condition is related to evidence of mould that is present in their work environment.
4. have portable job duties (duties do not involve face-to-face interactions with faculty, staff, students, and/or guests);
5. have a portion of their workload that can be performed away from the office without diminishing the quality of customer service;
6. have a work site and equipment (telephone, computer, internet, printer etc.) suitable for working at home -- the College is under no obligation to provide equipment to work, unless a laptop is assigned to the holder of a particular position.
7. be able to work independently and productively;
8. be accessible to customers, colleagues, and supervisors during scheduled work hours.

## **TERMS OF AGREEMENT**

Work at Home requests must:

1. be recommended by the supervisor and approved by the President.
2. have agreed-upon start and end dates, with the maximum length of time for work-at-home arrangement being one semester. Arrangements may be reviewed, approved and renewed for a new semester.
3. indicate work hours which are agreed upon with supervisor and documented on approval form. Hours not worked should be accounted for with the appropriate leave designation (vacation, sick, family, comp time, bereavement, leave without pay etc.)
4. be considered after the applicability of other policies (family leave, sick leave, one-time adjustment to work schedule, etc.)
5. Include objectives, expected results, and evaluation procedures for work completed that are formulated by the manager and employee working from home.
6. Agreement will be terminated if suitable arrangements are identified on campus, if criteria aren't met, or if the arrangement is otherwise deemed not successful by the supervisor, unit or college.

## **WORK AT HOME DOCUMENTATION**

The supervisor must complete the "Work at Home Approval Form." Work at home documentation must include the following components:

1. The Work Schedule
2. A telephone number where the employee can be reached during the agreed upon work schedule
3. A record of College equipment (if any) that is used at the home.
4. A description of the work to be completed and clearly defined performance requirements that are measureable and result oriented.
5. Medical report (work at home medical form) completed by employee's physician.

## **EQUIPMENT, SUPPLIES AND TELEPHONE/DATA CONNECTION**

1. The employee will use his/her own equipment, telephone/internet connection in order to perform his/her job duties.
2. In special cases where the supervisor determines it is in the best interest of the department, the College may provide the equipment necessary for the employee to perform the desired work at home; such equipment must be returned to the College at the termination of work at home arrangement or upon the request of the College.
3. In the event of equipment malfunction or technological difficulties, the employee will immediately notify the supervisor.
4. The Department establishing a work from home arrangement with the employee is responsible for providing supplies required for the employee to perform his/her duties during the approved work-from-home period.

## **SECURITY**

1. When using the organization's computer equipment, the employee must follow the "College Property and Equipment Guidelines and the Electronic-Mail System and Communication Guidelines" which are in the Human Resources Faculty and Staff Handbook.
2. Employees are expected to maintain the same security procedures at home that they employ on campus, including the use of locked file cabinets, password maintenance and any other appropriate security measures.
3. The College reserves the right to terminate remote access privileges to individuals when necessary to protect the security, integrity, and availability of the organization's network.

## **COLLEGE POLICY AND THE VIRGIN ISLANDS LABOUR CODE**

1. Work at home employees are subject to the same Labour Code of 2010, policies and procedures applicable to employees at the regular College worksite.
2. The employee must report work-related injuries immediately to the supervisor and comply with all College reporting requirements established for the purpose of reporting such claims.
3. Employees who become ill while working from home must notify their supervisor. The employee must adhere to the Colleges Sick Leave Policy.

## **PERSONAL BUSINESS**

1. An employee who is working under this policy shall not conduct personal business during their assigned work hours unless during their lunch. No personal business may be conducted on organization-owned equipment. Supplies owned by the organization cannot be used for personal business.

## **LIABILITY**

HLSCC is not liable for injuries to third persons, including family members, at the home worksite. The College is not liable for damages to the employee's property.