



## Policy on Teleworking

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### General Provisions

Managers are responsible for managing the affairs and operations of their Offices/Divisions; thus they will have discretion to:

- Designate employees/positions for teleworking; and
- Approve employees to telework.

**Limitations** – Teleworking will be limited to a maximum of two (2) work days per week/ four (4) work days per pay period. The work days may be designated on the Work Agreement form for a set recurring period, or, if the day(s) are floating or on an, “as requested/needed basis”, a new Work Agreement must be completed for each day(s).

The President or designee of the institution may permit episodic teleworking, when deemed necessary. An episodic telework event is a nonrecurring situation ordinarily of no more than two (2) pay periods in duration in which an employee may telework due to extraordinary personal or work circumstances that will benefit the operations of the organizations. Examples are: (1) an employee’s medical condition precludes the employee from traveling to the workplace but does not hamper the employee’s ability to perform eligible work from an offsite location (2) An intense or demanding critical work assignment can best be performed from an offsite location where the distractions of a normal office environment will not reduce the employee’s effectiveness.

Note: Episodic Telework Events do not require the execution of a Telework Agreement and preparation of the checklist and telework plan. However, that documentation or a variation may be requested by the supervisor in considering the request to approve telework during an episodic telework event.

**Conditions of Employment** – Teleworking does not change the conditions of employment or required compliance with Coppin State University (CSU) policies and procedures. The employee will continue to comply with federal, state, and agency laws, policies, and regulations while working at the alternate work location.

**Compensation & Benefits** – An employee’s compensation and benefits will not change as a result of teleworking.

**Hours of Work** – The work hours of teleworking employees will not change from their approved work hour schedule regardless of work location. Time sheets shall be completed indicating “Teleworking” with the correct work times and leave usage, if applicable. Managers must ensure proper compliance and documentation of work hours, in particular ensuring compliance with the Fair Labor Standards Act.

Teleworking is not intended to serve as a substitute for child or adult care or to perform other personal business during work hours.

**Office Closures** – The teleworker shall have the same leave coding as employees at their primary location. Should circumstances arise whereby the teleworker cannot work at the alternate work location, i.e., loss of electricity, home emergencies, etc., the teleworker must contact his/her supervisor and he/she may be required to report to their primary work location or applicable leave may be granted.

**Attendance at Meetings** – Unless other arrangements are made, teleworkers will be expected to attend all assigned office meetings related to the performance of their job, including those which would be held on a teleworking day. Business meetings with University constituents, customers or regularly scheduled meetings with co-workers shall not be held at the alternate work location but may be attended utilizing skype or other technology platforms.

**Use of Leave** – Teleworking is not intended to be used in place of annual, sick, family & medical leave, or other types of leave. Requests to work overtime or to use sick, annual or other leave must be approved in advance by the immediate supervisor in the same manner, and in accordance with, the time and attendance procedures as when working at the primary work location.

**Workers Compensation Liability** – CSU may be liable for job-related injuries that may occur during an employee’s established work hours in their alternate work locations. Any work related injuries must be reported to the employee’s supervisor immediately. The employee shall agree to allow supervisors and/or a CSU representative to visit the alternate work location after any accident or injury occurs while working. The employee understands that he/she remains liable for injuries or damage to the person or property of third parties or members of his family on the premises, and agrees to indemnify and hold the CSU harmless from any and all claims for losses, costs, or expenses asserted against the University by third parties or members of the employee’s family.

**Alternate Work Location Safety** – The alternate work location must be safe and free from hazards and other dangers to the employee.

**State-Owned Equipment** – Prior approval must be received for the use of any state-owned equipment. A justification must be provided on the work agreement as to the reasons state-owned equipment is being utilized. For authorized use/users, state owned equipment shall be used only for state purposes by authorized personnel. Employees are responsible for protecting state-owned equipment from theft, damage and unauthorized use.

**Employee-Owned Equipment** – When employees are authorized to use their own equipment, the University will not assume responsibility for its cost of equipment, repair, or service.

**Costs Associated with Teleworking** – Coppin State University is not obligated to assume responsibility for operating costs, home maintenance, or other costs incurred by employees in the use of their homes as teleworking/alternate work locations.

**Agency Information/Records** – Employees must safeguard department information used or accessed while teleworking. All department records, files, and documents must be protected from unauthorized disclosure or damage and returned safely to the primary workplace.

**Termination of Work Agreement** – Managers may terminate the teleworking agreement at its discretion.