

WSSU Teleworking

I. Purpose

- A. Teleworking is the allowance or assignment by Winston-Salem State University for an employee to perform his or her job duties at an off campus location, including the individual's home, for all or part of the workweek. The purpose of the policy is to allow workplace flexibility where such flexibility would still meet the needs, interests, or mission of the university as the employer and to ensure competitive advantages with other employers. Throughout this policy, the use of the word "teleworking" is intended to be synonymous with the word "telecommuting", the more nationally recognized term. Teleworking is the term utilized by the State Human Resources Commission. Teleworking is not designed for or intended to be used as a substitute for in-home dependent care.

- B. Some EPA and SPA exempt employees (those not subject to the overtime provisions of the Fair Labor Standards Act) choose to accomplish part of their job duties at home or other off campus sites. Such examples include, but are not limited to: checking email, grading papers, reading work related documents, and returning phone calls. These choices are not considered teleworking because the university provides office space and equipment for such duties to be performed on campus and telework agreements are not applicable in such instances.

II. Scope

- A. The university makes the sole determination of which positions or employees are eligible for teleworking. No employee has the right to telework. Also, not all employees are eligible for teleworking consideration simply because their job assignments are location specific. For example, front desk receptionists, grounds staff, housekeeping staff, and skilled trades employees' job assignments are generally not conducive to teleworking agreements. The university may consider factors such as knowledge of job duties, reliability,

ability to use required technology, the suitability of the job tasks, the ability to monitor and review work, the amount of in-office reference material required, and the need for physical security of data when making the decision.

- B. In general, the acceptance of a teleworking assignment is voluntary on the part of the employee. Teleworking should not affect the performance requirements of the position. Teleworking employees will be expected to meet and perform all duties and responsibilities of a given position.
- C. This policy does not apply to incidental or brief time periods that are best managed through the use of leave or other arrangements.
- D. Signed agreements between WSSU and the employee will outline the specifics of a teleworking assignment.

III. Policy

- A. It is the policy of WSSU to consider and provide for teleworking agreements when such agreements meet the operational needs of the university.
- B. Teleworking agreements are made within the sole discretion of the university. Therefore, the designation of a position(s) or employee(s) for teleworking is neither grievable nor appealable. Similarly, the university's decision to terminate a teleworking agreement is not grievable to the State Human Resources Commission. All other applicable grievable rights apply provided that they are in accordance with the appropriate grievance procedures for the particular category of employee.
- C. Campus office space shortages may impact the timing of reassignment back to campus following the termination of any teleworking agreements. WSSU's policy is that providing office space for teleworkers who desire to return to a campus-based office will be a priority. However, it is conceivable that lack of sufficient space on campus could result in certain individuals required to continue teleworking.

IV. Procedures

- A. To request consideration for a teleworking assignment, the employee must complete the teleworking agreement form and forward it to their supervisor. The form can be found at this link: [Teleworking Form](#). The supervisor, in turn, considers the operational needs of the unit, the job duties of the employee and whether a telecommuting employee could meet those needs.
- B. Division level approval of teleworking agreements is required although such approval may be sub-delegated in writing.

V. Special Circumstances

- A. In the event of a catastrophic weather event, an outbreak of a communicable disease such as SARS or avian flu, or other such significant emergencies, this policy may be implemented by the university administration on a widespread basis. In such cases, employees may be required to work from alternate sites off campus (including their homes) in order to meet the operational needs of the university.

The chancellor or chancellor's designee has authority to determine whether special circumstances exist to implement the telework policy on a required and/or more widespread basis. The decision will be communicated to the entire campus community.

In the event of special circumstances during which the chancellor or the chancellor's designee does not implement the telework policy on a required and/or more widespread basis, department heads are authorized to implement the policy on a required basis in order to meet operational needs of the university.

- B. Essential and Emergency staff will have already been notified of their status and arrangements to accomplish their tasks. Essential and Emergency staff would likely include IT, financial, HR/Payroll functions, facilities, food service, campus safety, and other such operations.
- C. The implementation of this provision would generally be for no more than thirty (30) days. If the university needs the special provisions to last longer than thirty (30) days, renewal decisions should be made in increments up to thirty (30) days. The reason for such a stipulation is to give both the university and the employee(s) a reasonable expectation of the temporary nature of this provision. (Example: a Category Three (3) hurricane may require three (3) weeks of teleworking whereas an avian flu pandemic may require a longer period of time.)
- D. The implementation of this provision does not require individual signed teleworking agreements.