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**BOARD OF TRUSTEES OF COMMUNITY COLLEGE DISTRICT NO. 508
COUNTY OF COOK AND STATE OF ILLINOIS
RESOLUTION
TELEWORK POLICY
HUMAN RESOURCES DEPARTMENT**

WHEREAS, the Illinois Public Community College Act, as amended, lists the powers and duties of community college districts in the State of Illinois, and states in 110 ILCS 850/3-30, that:

“The board of any community college district has the powers...that may be requisite or proper for the maintenance, operation and development of any college or colleges under the jurisdiction of the board”; and

WHEREAS, Section 4.3 of the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois (the “Board”) Bylaws of City Colleges of Chicago provides for the adoption of policies and states that:

“The Board may adopt, from time to time, policy statements, guidelines, procedures, regulations, collective bargaining agreements, codes of conduct, or similar documents issued for the governance of the Board, the District and the Colleges”; and

WHEREAS, the **BYLAWS** of the Board (as revised March 9, 2017) and the **BOARD POLICIES AND PROCEDURES FOR MANAGEMENT AND GOVERNMENT** (Adopted December 1, 2011 and revised May 29, 2019) (the “Board Policies and Procedures”) codify rules, policies and procedures and further provide for specific authorities for the Board, Board Chair and other Officers of the Board, the Chancellor, Provost, and other Officers of the District; and

NOW, THEREFORE BE IT RESOLVED, that the Board hereby adopts and approves the Telework Policy (the “Telework Policy”), substantially in the form attached hereto as Attachment 1, which shall be effective as of October 31, 2021 and which shall terminate upon revocation of such Telework Policy by the Board.

October 7, 2021 – Human Resources Department

Attachment 1

Telework Policy

City Colleges of Chicago
Telework Policy
Effective October 31, 2021

I. Purpose

The purpose of this Telework Policy (“this Policy”) is to allow certain eligible employees of the City Colleges of Chicago (“CCC”) to telework, from home or other approved work location, for all or part of their workweek. It is anticipated teleworking, in accordance with this Policy, will (i) allow CCC to continue certain remote innovations that are beneficial to student success; and (ii) improve productivity and job performance, in addition to promoting administrative efficiencies, while sustaining the recruitment and retention of a qualified and experienced workforce that will better enable CCC to deliver its student-centered initiatives.

II. Telework Categories and Eligibility

A. Category 1: Remote Position

After receiving approval from the General Counsel or a legal department designee identified by the General Counsel, CCC’s Human Resources Department may establish remote positions, based upon CCC’s needs. A remote position must be identified as such (i) when it is listed and/or advertised, and (ii) in correspondence offering employment for the position. Each employee who holds a remote position is a “Remote Employee.” A Remote Employee may not work out of a CCC facility or other CCC location, except that, as determined by the Remote Employee’s supervising manager, a Remote Employee, upon at least 24 hours’ notice, may be directed to report to a CCC facility or other location to attend meetings or events. The job duties of a Remote Employee will be completed at the Remote Employee’s home or other approved work location. A telework agreement (“Telework Agreement”), which is attached as Exhibit 1 to this Policy, is not required for a Remote Employee to telework in accordance with this Section II.A.

B. Category 2: Course Modality

If the modality of a course is “online live,” then the faculty member, note taker, embedded tutor and/or interpreter (each an “Online Live Employee”) assigned to such course or student taking such course may telework from home or other approved work location during the time period the course is live on a particular date; provided that, such telework is approved, in advance, by the Provost. A Telework Agreement is not required for Online Live Employees to telework in accordance with this Section II.B.

C. Category 3: Non-Bargained For Exempt Employees

Non-bargained for exempt employees (each an “NBF Employee”), who have been employed by CCC for at least six (6) months of continuous, regular employment, are eligible to telework in accordance with this Policy; provided that the Chief Talent Officer may approve an NBF Employee for telework, in accordance with this Policy, after the

NBF Employee has completed 30 days of continuous, regular employment with CCC. A Telework Agreement is required for NBF Employees to telework in accordance with this Section II.C.

D. Eligibility

Only Remote Employees, Online Live Employees and NBF Employees are eligible to telework. NBF Employees, Remote Employees and Online Live Employees are collectively referred to in this Policy as an “employee” or “employees.”

III. Determining Telework

A. Process

An NBF Employee may request to telework by discussing the option with such employee’s supervising manager. If the supervising manager agrees teleworking is a viable option for the NBF Employee, a Telework Agreement must be completed and executed by the NBF Employee and such NBF Employee’s supervising manager. Thereafter, such Telework Agreement must be forwarded to the applicable cabinet member or president for review. If the cabinet member or president approves the Telework Agreement, the Telework Agreement must be forwarded to the District Human Resources Department for review. If the applicable cabinet member or president is the NBF Employee’s supervising manager, after such supervising manager executes the Telework Agreement, it must be forwarded to the District Human Resources Department for review. A Telework Agreement is effective after it is approved and executed by the applicable cabinet member and the Chief Talent Officer of the Human Resources Department.

B. Considerations for Telework Approval

When determining whether or not telework is appropriate, supervising managers must consider whether or not it is operationally feasible for the employee to perform their job duties away from a CCC facility. The following should be included when the supervising manager determines if teleworking is appropriate:

(1) Employee suitability

- Has employee demonstrated the ability to work independently?
- Has the employee demonstrated sufficient organization and time management skills?
- Is the employee self-motivated and results orientated?
- If the position is managerial, can the employee effectively supervise their subordinate employees remotely?

(2) Job responsibilities

- Can the work performed be monitored by output versus time spent doing the job?
- Is the job characterized by clearly defined tasks and deliverables?
- Is there sufficient work for the employee to perform away from the worksite?
- Does the work require minimal need for on-site files, records, special equipment, software, or other resources?
- Does the position require face-to-face contact with the public, colleagues or students?
- Can the work be performed remotely without unnecessary risk to the security of data, networks, or client confidentiality?

(3) Resources

- Are there budgetary constraints?
- Will allowing remote work create scheduling issues?
- Will the remote work location be sufficient to perform duties (e.g. a safe, private, and quiet space that is conducive to the employee performing job duties)?
- Will remote work impact service quality or operations, or increase workload for other employees?
- What are the technical and equipment needs required to perform the work and can those technical and equipment needs be readily accessed from home?

IV. Terms and Conditions of Telework

A. Conditions or Employment and Termination or Telework

Telework permitted in accordance with this Policy is a voluntary work alternative that may be appropriate for some employees and some job positions. Teleworking is not an entitlement nor a district-wide benefit. Teleworking does not alter an employee's terms and conditions of employment. Notwithstanding anything in this Policy to the contrary, at any time, CCC may terminate any and all telework, including any applicable Telework Agreements, permitted in accordance with this Policy, in its sole discretion. Every effort will be made to provide ten (10) working days' notice of such change to accommodate commuting and other problems that may arise from such change. However, CCC reserves the right to terminate telework permitted in accordance with this Policy without notice, if circumstances require such action, as determined in CCC's sole discretion.

B. Equipment and Facilities

CCC will provide employees with the equipment required to telework in accordance with this Policy. Except as provided in CCC's expense reimbursement policy or as required by law, CCC is not responsible for the costs of or related to Employees' personal equipment and utilized while teleworking in accordance with this Policy. CCC accepts no responsibility for damage or repairs to Employee-owned equipment. CCC reserves the right to make determinations as to appropriate equipment, subject to change at any

time. Equipment supplied by CCC is to be used for business purposes only. The employee must sign an inventory of all office property and agree to take appropriate action to protect the items from damage or theft. Upon termination of employment, or at the conclusion of the telework arrangement, all CCC property will be returned to CCC, unless other arrangements have been made.

Consistent with CCC's expectations of information security for employees working at the office, employees engaged in telework will be required to ensure the protection of confidential information, including any student information or records, from their home office. Steps may include use of locked file cabinets and desks, regular password maintenance, and any other steps appropriate for the job and the environment.

CCC assumes no responsibility for injuries occurring in the employee's remote workspace outside normal working hours or for injuries that occur as a result of a reasonably recognizable unsafe remote workspace. The employee agrees to maintain safe conditions in the remote workspace and to practice no less than the same safety habits and rules as those applying on CCC's premises.

Workers' compensation benefits are the sole remedy for job-related injuries to employees that occur in the employee's remote workspace during working hours. All job-related accidents must be reported immediately for investigation. Employees who work remotely should do so from a workspace that reasonably does not endanger the employee or others.

C. Time Keeping

Employees must comply with CCC's required time keeping through electronic means, if available. Employees must work their regularly scheduled hours while teleworking in accordance with this Policy.

Remote Employees and Online Live Employees who are non-exempt employees (collectively, "non-exempt employees") are responsible for keeping accurate records of their scheduled workday and actual hours worked. Non-exempt employees will be required to log into their computer at the beginning of each workday and log out at the end of each workday, as well as at the beginning and end of their lunch period. All overtime worked by non-exempt employees must be authorized in advance in accordance with CCC's policies. Non-exempt employees must accurately record their actual time worked. Falsifying or tampering with the recording of time may result in disciplinary action up to and including termination of employment.

D. Availability

A pattern of unavailability, such as a lack of reliable internet access, may be grounds for revoking telework permitted under Sections II.B and II.C of this Policy and terminating employment related to telework permitted under Section II.A of this Policy. Employees

must be available for and participate in meetings in accordance with the normal demands of their job positions. If needed for business purposes, upon at least 24 hours' notice, employees will be directed to report to a CCC facility or other location to attend meetings or to perform other job-related functions.

E. Employee Compliance

Employees must comply with all CCC Board Policies and Procedures, and all CCC policies, manuals and handbooks (collectively, "Rules"). Violation of such Rules may result in immediate termination of telework permitted in accordance with this Policy and disciplinary action up to and including termination.

F. Employee Leave

Employees who have any illness or injury that restricts or renders the employee incapable of performing their job duties are not expected to and should not work from home while ill or injured. Employees are responsible for notifying the Human Resources Department if the employee has qualifying conditions for family medical leave or sick leave while teleworking. Accrual of leave benefits and requests for sick leave and vacation usage will apply in accordance with CCC's Rules. Employees are expected to work during their approved schedule unless sick time, vacation time or other leave has been approved.

G. Telework Agreement

Each Telework Agreement must include a term for a set period of time; provided that such term shall not exceed twelve (12) months. There is no limit to the number of Telework Agreements an NBF Employee may enter into; provided that the approvals set forth in this Policy are obtained.

V. Informal Remote Work

This Policy does not impact the ability of cabinet members to permit informal, short-term telework, for certain non-bargained for employees, to address various circumstances.

VI. Emergencies and Other Unexpected Contingencies. In the event of an emergency, including, pandemics, fire or other significant disruption to CCC facilities, upon receiving the Chancellor's written approval, supervising managers may work with their cabinet member or president, as applicable, and the District Human Resources Department to consider if telework ("Emergency Telework") is feasible for up to one month for the affected employees, including those employees who are not eligible for telework in accordance with Section II of this Policy. Emergency Telework is not mandatory and will be implemented, if at all, on a case-by-case basis. Any Emergency Telework that extends beyond one month, in the aggregate, requires the advance approval of CCC's Board of Trustees. Emergency Telework, in accordance with this Section VI., does not require the execution of a Telework Agreement.

VII. Termination of Policy

Notwithstanding anything herein to the contrary, this Policy may be terminated by the Board of Trustees of Community College District No. 508, County of Cook, State of Illinois (the "Board") at any time and in its sole discretion. Upon such termination, telework permitted by this Policy, along with any Telework Agreements, shall immediately terminate.

EXHIBIT 1
Telework Agreement

CITY COLLEGES OF CHICAGO
TELEWORK AGREEMENT

City College of Chicago (“CCC”) has implemented a Telework Policy (the “Telework Policy”) that is effective as of October 31, 2021. The terms and conditions of the Telework Policy are hereby incorporated into and made part of this Telework Agreement (the “ Telework Agreement”). In the event of a conflict between the Telework Agreement and the Telework Policy, the Telework Policy shall govern.

The Telework Policy allows eligible employees to work from home or other approved work location under certain conditions which are described in the Telework Policy. The terms and conditions of employment, including all CCC policies and procedures, and all departmental policies and procedures, continue to apply in any telework arrangement permitted in accordance with the Telework Policy. CCC is under no obligation to approve any Telework Agreement. The decision whether to approve telework will be made in accordance with the Telework Policy and on a case-by-case basis.

Employee Name: _____

Work Location: _____

Cell Phone Number: _____

Supervising Manager: _____

The employee’s core hours on telework days will be consistent with their standard work hours/schedule.

For time reporting, the employee must utilize the CCCWorks Web Clock.

In the event the CCC, or a portion thereof, is closed or delays opening due to an emergency on the employee’s regular telework day, the employee is to continue working their telework schedule unless otherwise notified.

Job Tasks

The employee will maintain contact with their work unit/department and colleagues, including attending meetings on telework days via telephone and/or web conferencing solutions.

Communication

To maintain close communication and standards of professionalism while teleworking, the employee shall:

- Be available to supervisors and colleagues by telephone, video conference and email during work hours;
- Make all reasonable attempts to return calls and emails the same day they are received;
- Complete required communication with Supervising Manager;

- Attend meetings via telephone/teleconference; and
- Have office forward calls to telework location, if feasible.

Compensation and Benefits

The employee shall utilize CCCWorks Web clock in replacement of on-site clocks where applicable. If employee doesn't utilize CCCWorks for time reporting they will continue with their process as it currently is completed. The employee's compensation and benefits shall not be affected by teleworking. For employees eligible for overtime, the employee shall not work overtime without prior written approval from their Supervising Manager.

Equipment and Expenses

CCC shall determine the minimum equipment and software necessary for the employee to telework in a timely, efficient, and professional manner. In determining which equipment shall be provided by CCC, CCC shall consider appropriateness and availability. The employee is required to return any CCC equipment and property upon request after the telework period is completed.

CCC will maintain all equipment owned by CCC. The employee will not perform maintenance or repairs on CCC-owned equipment without prior written approval from CCC. The employee is responsible for service costs, maintenance, and repairs of employee-owned equipment.

Only CCC-owned software may be installed on CCC-owned equipment. The employee may not install or download any other software to CCC-owned equipment without CCC's written approval. All software that an employee uses for telework must be licensed by the software manufacturer.

The employee shall never purchase or rent equipment, services or supplies on the assumption CCC shall reimburse for the cost. CCC's prior written approval must be obtained prior to any expense being incurred.

Equipment provided by CCC to the employee for telework

Information Security

The employee teleworking will follow all CCC Policies and City Colleges of Chicago Work rules. Additionally, the employee shall ensure the following:

- The protection of CCC data on disc, hardcopy, or on portable devices from theft, loss, or unauthorized access during transit and at the telework location;
- That approved firewalls and anti-virus software are on all remoted site computers and are kept with current definitions;
- That flash drives or other portable drives are not used;
- All work is saved on CCC data drives (network attached storage (e.g. S:/ or U:/), CCC OneDrive or CCC SharePoint); and
- The employee agrees to follow CCC policies concerning the handling of public records.

Safety

The employee confirms that their telework location is a suitable place to work and, to the best of their knowledge, the telework location is safe from conditions that could pose a hazard to health and safety or danger to equipment.

Limitations

Teleworkers must observe the following limitations when working from the telework location:

- Employees cannot operate a business or work for another employer during work hours/while clocked in;
- Employees cannot allow others to use CCC equipment or access the CCC network, applications or cloud services.

Termination and Amendments

THIS TELEWORK AGREEMENT IS NOT A GUARANTEE OF EMPLOYMENT OR A CONTRACT OF EMPLOYMENT FOR ANY SPECIFIC PERIOD OF TIME, COMPENSATION, TERMS, CONDITIONS OR BENEFITS. EMPLOYMENT IS AT-WILL, WHICH MEANS THAT EITHER CCC OR EMPLOYEE MAY TERMINATE EMPLOYMENT FOR ANY REASON OR NO REASON WITH OR WITHOUT NOTICE OR CAUSE. THIS TELEWORK AGREEMENT CAN BE TERMINATED AT ANY TIME BY CCC OR EMPLOYEE. ANY CHANGES TO THIS AGREEMENT MUST BE IN WRITING AND APPROVED BY THE SUPERVISING MANAGER, THE CABINET MEMBER/PRESIDENT AND THE CHIEF TALENT OFFICER.

ACKNOWLEDGED AND AGREED:

EMPLOYEE: By signing, the employee states they have read, understand, and agree to the terms and conditions of this Telework Agreement and the Telework Policy:

Employee

Date

APPROVED BY:

Supervising Manager

Date

Cabinet Member/President

Date

Chief Talent Officer

Date