

V:02:20 ALTERNATIVE WORK ARRANGEMENTS

Purpose

The purpose of this policy is to set the standards for a consistent process and treatment of employees regarding alternate work arrangements across Volunteer State Community College. Availability of an alternate work arrangement is at the discretion of Volunteer State Community College and subject to change with or without notice. This policy applies only to non-faculty employees in the College who choose to offer alternative work arrangements. Future references to employees in this policy refer to non-faculty.

Definitions

- Telecommuting - A work arrangement in which supervisors authorize employees to perform their usual job duties away from their central workplace in accordance with work agreements.
- Flex Time - Adjusted work schedule where daily working hours may fall outside the hours of 8am to 4:30pm.
- Compressed Work Week - Adjusted schedule where the employee works a 37.5 hour week in less than 5 days.
- Flex Year - Any time period, greater than 9 and less than 12 months, scheduled to accommodate the cyclical workload of the Institution.
- Job Sharing - Two or more people share a single job for which they are equally accountable.
- Central Workplace - The employer's place of work where employees normally are located.
- Employee - A person employed by the Volunteer State Community College pursuant to the Board of Regents policies.
- Alternate Work Arrangement Agreement (Work Agreement) - The written agreement between Volunteer State Community College and the employee that details the terms and conditions of

an employee's work schedule whether away from or at the central workplace. Work agreements are required for any alternate work arrangement. Arrangements will be reviewed on a case-by-case basis.

- Work Schedule - The employee's hours of work in the central workplace and/or in the alternate work location.

Policy

1. Procedures

1. Requests for alternate work arrangements should be initiated by the employee's supervisor, and should establish the business justification for the alternate work arrangement.

Volunteer State Community College has established an internal procedure to review and approve/deny these requests. Exhibit 1; Exhibit 2.

2. Alternate work arrangements are not to be considered a universal employee benefit or right. No employee is entitled to or guaranteed the opportunity to an alternate work arrangement.

Volunteer State Community College management is responsible for the continued successful operations of Volunteer State Community College and thus management has the sole discretion to designate positions and/or individuals for an alternate work arrangement. It may not be used as a substitute for primary child or home health care giving.

3. Alternate Work Arrangements do not change the conditions of employment or required compliance with laws and policies. Employees working on an alternate work arrangement are subject to the same policies, statutes, and procedures applicable to all employees including, but not limited to, time and attendance and leave policies. Alternative Work Arrangements are not intended to permit staff to have time to work at other jobs or to run their own businesses. The College must ensure that procedures are in place to document the work hours of employees in alternate work arrangements ensuring compliance with the Fair Labor Standards Act. Supervisors may require employees to report to a central workplace or video conference as needed for work-related meetings or other events or may meet with employees in the alternative work location as needed to discuss work progress or other work

related issues. If a holiday falls on an employee's scheduled day off as a result of an alternate work arrangement, the employee's supervisor will make appropriate schedule adjustments to accommodate the holiday.

4. If approved for an alternate work arrangement, the employee is expected to maintain appropriate levels of productivity and quality of work. If working from a home-based location, the employee will be expected to make arrangements which allow the work site to be a safe, ergonomically sound and productive work environment during the agreed upon work hours. The employee must be available by phone or other electronic means during assigned working hours. The supervisor will use Volunteer State Community College's evaluation process to clearly define the performance expectations and to assess the employee's performance. Supervisors will be expected to meet regularly with the employee to review performance and any issues related to alternative work arrangements. If a decline in performance is noted, the arrangement will be cancelled.
5. Approved alternate work arrangements must be initiated through a formal alternate work arrangement agreement. At a minimum, this agreement will establish:
 1. That the agreement may be revoked any time without cause by written notification of Volunteer State Community College or upon request by the employee;
 2. That the agreement will be reviewed periodically for compliance and to insure the continued business justification for the work agreement;
 3. The employee's work schedule;
 4. The employee's work location(s);
 5. How communications between the employee, supervisors, colleagues and others will be maintained;
 6. Exclusions of liability for Volunteer State Community College and the State related to injury or property damage to third persons at employee maintained home-based work locations;

7. An indemnification and hold harmless clause releasing the institution and the State from any and all claims, demands, judgments, liabilities, losses, damages, or expenses resulting or arising from any injury or damage to any person, corporation or other entity caused directly or indirectly by the employee's acts, omissions, bad faith, willful misconduct or negligence excluding acts within the scope of the employee's employment pursuant to TCA 9-8-307(h);
 8. Volunteer State Community College has a right to inspect home-based work facilities upon request;
 9. The employee's status during emergency or weather-related closings.
6. A sample Alternate Work Arrangement Agreement is provided in Exhibit 1.
 7. Employees working from a location within their home are responsible for maintaining their work environment as a safe and productive work space. Work related injuries occurring at the employee's home-based work location are subject to Tennessee Worker's Compensation laws. Alternate work locations are considered extensions of the employee's central work location during the time period outlined in the Alternate Work Arrangement Agreement.
 8. The supervisor should consider material and equipment needs when drafting a proposal for an alternate work arrangement with the goal of making the arrangement cost-neutral, i.e., no more equipment, supplies or expense should be necessary as a result of the alternate work arrangement than would be needed in the original work location. However, at the College's discretion, appropriated funds may be used to:
 1. Pay for leased telephone lines in employee's alternate work location;
 2. Install and provide basic telephone service in employees' alternate work location or;
 3. Provide cell phones or cell phone allowances to employees for business use;
 4. If cell phones or cell phone allowances are not provided, Volunteer State Community Colleges may reimburse employees for business-related long distance calls made from their personal telephones upon submission of appropriate documentation.

9. Volunteer State Community College will not be responsible for any additional costs associated with alternate work locations such as utilities, home maintenance, etc. The employee will be responsible for any tax implications of a home-based work location. For a home-based work location, the employee will be responsible for providing insurance coverage for equipment, supplies, etc. provided by the employee. The employee will be responsible for compliance with any local zoning ordinances or other restrictions related to maintaining a home-based work site. Volunteer State Community College will not be liable for any fines, penalties, taxes or other expenses that may accrue as a result of any violation of applicable restrictions.

10. Employees must follow Volunteer State Community College approved data security policies and procedure for protecting confidential information. The employee will be responsible for any materials and documents transported from the Volunteer State Community College. The College will not pay for travel to VSCC.

Sources

TBR Meeting: December 4, 2008; TBR Meeting: December 5, 2013, this policy was revised and renamed. The previous revision was named "Telecommuting".

Related Policies

- Procedures for Implementation of the 37.5 hour Work Week

TBR Sources: TBR Meeting: December 4, 2008; TBR Meeting: December 5, 2013, this policy was revised and renamed. The previous revision was named "Telecommuting".

VSCC Sources: Cabinet Meeting: September 8, 2014

EXHIBIT 1

PROCEDURES TO SET UP ALTERNATIVE WORK ARRANGEMENTS

- 1) EMPLOYEE [NON-EXEMPT AND EXEMPT?] SUBMITS A PLAN TO DEPARTMENT HEAD OUTLINING.**
 - a) Feasibility of maintaining a work environment away from the central office
 - b) Equipment present or easily attainable for an offsite office
 - c) Prove an established performance record of working independently and not currently on probation
 - d) Does not require in house office staff to do the employees work because he is off site.

- 2) EMPLOYER DETERMINES SUITABILITY AND APPROPRIATENESS OF EMPLOYEE REQUEST.**
 - a) Employee must be a regular employee of at least one year-successfully past probationary period
 - b) Employee must have a proven work history of high quality work, able to establish priorities and effective time management
 - c) Has established trusting work relationship with the employer.

- 3) ESTABLISH TERMS OF CONTRACT.**
 - a) Is the time span being used as a transitional work program in aiding an employee's return to the regular work environment.

 - b) Establish that the workspace is not an alternative to primary child or adult care.

 - c) Employees entering into a telecommuting agreement may be required to forfeit use of a personal office or workstation in favor of a shared arrangement to maximize organization office space needs.

 - d) Will the employee work in the office one or many days during the week and be expected to attend regular departmental meetings.

- 4) ESTABLISHMENT OF WORKPLACE**
 - a) The ownership of equipment and maintenance of supplies should be agreed upon

 - b) VCSS is not liable for licensing agreements or utilities. Security of any VPN or Remote access is the responsibility of the employee and subsequent virus-protection must be maintained at appropriate times.

 - c) The employee is expected to be reached by phone during work hours

 - d) The work space is subject to inspection without notice from VSCC during regular work hours

 - e) Leave or sick time must be approved by the supervisor.

f) Travel to and from the central office or parking is not paid by VSCC.

5) **PERIODIC PERFORMANCE REVIEW**

- a) VSCC has the right to inspect the workplace area of the employee any time during regular working hours of the employee.
- b) The employer will perform routine and regular evaluations of the employee's performance at normal departmentally defined time schedule.

EXHIBIT 2

**Volunteer State Community College
Alternate Work Arrangement Agreement**

EMPLOYEE INFORMATION:

Name: _____ Vol State ID# _____

Title: _____ Department: _____

Telecommuting Flex Time Compressed Work Week Flex Year Job Sharing

Alternate Work Location (if applicable): _____

Agreement begin date: _____ Agreement end/review date: _____

<input type="checkbox"/> Exempt employee <input type="checkbox"/> Non-exempt employee (1 hr. lunch break must be scheduled)	Alternate Work Schedule (hours)				Total hours
	On-Site		Off-Site		
	Begin	End	Begin	End	
Monday					
Tuesday					
Wednesday					
Thursday					
Friday					
Saturday					
Sunday					
Total Hours					

Conditions:

- This agreement may be severed at any time by written notification of the Institution or upon request of the employee.
- If working from a home-based location, the Institution, upon consultation with Human Resources, maintains the right to inspect the employee’s work facilities upon request.
- *(Insert exclusion of liability statement as approved by Office of the General Counsel-will be obtained by legal on case-by-case basis)*
- *(Insert indemnification and hold harmless statement as approved by Office of the General Counsel-will be obtained by legal on case-by-case basis)*
- Employee will maintain communication with supervisors, colleagues and others via: (list home office number/cell phone number, etc.) _____
- During emergency or weather related closings, the employee will: _____

Comments: _____

APPROVE DISAPPROVE

This document establishes an alternate work arrangement per the stipulations of TBR Policy 5:01:01:20, Alternate Work Arrangements (attached). By signing below, the employee agrees to abide by all stipulations stated therein.

Employee Signature

Date

Supervisor Name (Print)

Signature

Date

Please return completed agreement to the Department of Human Resources