

State University of New York At Geneseo Alternative Work Location Agreement for Professionals

Description:

An alternate work location assignment is defined as a formal, working arrangement of a specified limited duration that designates a specific number of days per workweek or payroll period that employees will perform work from their homes or other alternate site. The cabinet level administrator in each division/unit will grant alternate work location assignments on a case-by-case basis and consistent with operational needs.

Criteria:

An alternate work location assignment may be granted under unique circumstances according to the following criteria:

- The nature of the work to be performed is easily accomplished through remote devices such as computers, telephones, modems, and/or fax machines.
- The outcomes of assigned tasks can be measured.
- The employee and employee's supervisor agree that the nature of the work and the ability to perform it is suitable to an alternate work assignment location.
- The work defined in the agreement is consistent with the employee's performance program or within the general professional obligation.
- Employee is classified in either a Management Confidential or a UUP professional title.

Conditions:

1. This is not a formal employee benefit, but a discretionary alternate method of meeting the operational needs of the College. It will be the responsibility of the employee and their supervisor to set specific, measurable work goals with distinct deliverable products.
2. This is a voluntary arrangement that can be terminated by either party at any time.
3. The alternate work assignment agreement should not continue for more than 6 months in duration unless the operational needs of the college so require.
4. Employee must be available either by telephone or email to communicate with their supervisor during regular business hours of the College.
5. It is understood that alternate work arrangements are made with assurance of uninterrupted work time.
6. All current overtime provisions remain applicable for employees who are considered non-exempt under the Fair Labor Standards Act. Any overtime must be approved through the appropriate channels according to the College's overtime policy.
7. Request to use sick leave, vacation, or any other kind of accrued leave while working at an alternate work location must be requested and approved by the employee's supervisor in the same manner as when working in the office. Employees must continue to complete a time sheet in the same way they would if they were not subject to this agreement.
8. If the employee becomes ill during scheduled hours, they must report those hours worked, report the time of the illness, and use sick leave for hours not worked.

9. Employee will be held to the same performance standards as written in their performance program and to those applied to other employees performing similar functions.
10. Employee's salary, retirement, retirement benefits, other contractual and legal benefits and insurance coverage will reflect current pay status throughout the agreement.
11. Work schedules, vacation time, and personal time will conform to the terms agreed to in this document.
12. Employee remains obligated to comply with all College rules, policies, practices, and instructions. Violations of such may result in preclusion from alternate work assignment locations and/or disciplinary action as deemed appropriate by management.
13. Under Workers' Compensation Law, employee will be considered as acting within the course and scope of employment only when they are engaged in job-related activities at the designated alternate work site location. Workers' Compensation benefits will apply to all injuries arising out of and in the course of employment. Employee will be protected for acts within the scope of employment as it would apply in the office had they reported to the regular worksite.
14. Equipment will be based on the reasonable needs of the work to be performed. If the employee uses his/her own work-related equipment, they are responsible for the repair and maintenance of the equipment, even if using it for work-related activities.
15. SUNY Geneseo is not responsible for any charges for electricity, natural gas, internet access or other fees that may result from work accomplished at home.
16. Supplies required to complete work should be obtained through employee's office. Out-of-pocket expenses for supplies will not be reimbursed unless granted prior approval.
17. College owned equipment, records and materials will be used for the purposes of College business only, and the employee agrees as evidenced by signing the agreement to protect them against unauthorized or accidental access, use, modification, destruction, theft, loss, or disclosure.
18. All equipment, records and materials provided by SUNY Geneseo shall remain the property of the College.
19. Employee ensures that the designated workspace for the alternate work site location is safe and designed to provide maximum comfort.
20. Any tax implications for the alternate work site location are the employee's responsibility.
21. This agreement shall not be deemed to create a precedent or past practice for any other alternate work arrangement or schedule.