

# SUNY ONEONTA

## Alternative Work Location Agreement for Graduate or Teaching Assistants

### 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 Dean/Vice President in each division, in consultation with the Chief Human Resources Officer, 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:

- Employee is a Graduate Assistant or Teaching Assistant.
- 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 quantified and easily measured.
- A specialized level of skills and knowledge is necessary to perform the tasks and duties of the job.
- The employee requesting the arrangement has a favorable performance and attendance record.
- 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.

### 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 his/her 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 will not continue later than the end date indicated in section **IV. Work Schedule**.
4. Employee must be available to supervisor, coworkers, and influencers by either telephone or email during regular business hours of the College or as otherwise specified by immediate supervisor.
5. It is understood that alternate work location assignments are not a substitute for childcare or adult care purposes. Adequate arrangements should be made to assure 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. Requests for and reporting use of Sick Leave, Vacation, or Personal Leave or any other kind of accrued leave while working at an alternate work location must be approved by the employee's supervisor via the SUNY Time and Attendance system in the same manner as when working in the office.

8. If the employee becomes ill during scheduled hours, he/she 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 his/her 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, if applicable, 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. Given the nature of assigned duties, employee is responsible to pay particular attention to compliance with the SUNY Oneonta ITS Acceptable Use Policy, FERPA, and all other policies addressing confidentiality of college data and Personally Identifiable Information.
13. Under Workers' Compensation Law, employee will be considered as acting within the course and scope of employment only when he/she is 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 he/she 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, he/she is responsible for the repair and maintenance of the equipment, even if using for work-related activities.
15. SUNY Oneonta is not responsible for any charges for electricity, natural gas, Internet access or other fees that may result from work accomplished at the alternate work location.
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 Oneonta 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. Any changes to work location must be communicated to and approved by the College.
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.



**Alternative Work Location Agreement for Graduate or Teaching Assistants**

**I. Personnel Information:**

Employee Name: \_\_\_\_\_ Job Title: \_\_\_\_\_

Department: \_\_\_\_\_

Brief Description of Duties:

**II. Rationale for the Alternate Work Location Arrangement:**

**III. Alternate Worksite Location:**

Email Address: \_\_\_\_\_

**IV. Work Schedule:**

Start Date: \_\_\_\_\_

End Date: \_\_\_\_\_

Regular days: \_\_\_\_\_

Regular work hours: \_\_\_\_\_ a.m. to \_\_\_\_\_ p.m.

**V. Performance Goals and Work plan (attachment)**

**VI. Monitoring System**

**VII. Sign Off**

I have read, understand, and agree to comply with the provisions of this agreement. I further agree with the duties, responsibilities, and conditions for the alternate worksite as set forth in this document, including that I am expected to accomplish the job tasks in a timely fashion in accordance with this agreement. I understand that this agreement can be modified and/or terminated at any time by either party. This agreement shall not be deemed to create a precedent or past practice for any other alternate work arrangement or schedule.

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Employee Signature

Date

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Department Chair/Supervisor Signature

Date

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Dean/Vice President Signature

Date

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Chief Human Resources Officer Signature

Date

This agreement is:  Approved  Disapproved

Reasons for Disapproval (if appropriate):

cc: Human Resources