



## Procedure 6.24: Telework and Alternate Work Locations – Staff in Academic and Non-Academic Units

Managing Office: Office of Human Resources

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and employees as eligible to participate in a formal telework arrangement or, instead, to work one or more days in an alternate location.

An eligible employee who works in an eligible position may request permission to participate in either flexible work option and all requests will be considered on a case-by case basis consistent

employees encumbering the same type of position with similar job duties and responsibilities); however, the requesting employee's vice president, academic dea

ating employee works an average of one (1) or more days per week from his/her home.

In certain instances, and pursuant to the Reasonable Accommodations in Employment and the Americans with Disabilities Act (ADA), the creation of a formal telework arrangement or authorization to work in an alternate work location on a temporary basis could be considered a reasonable accommodation for an employee with a disability.

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## II. APPLICABILITY

All work units associated within Alabama A&M University.

## III. DEFINITIONS

**Alternate Work Location/Site:** A workplace other than an employee's workplace where business is performed on a limited another work site such as a satellite campus.

**Eligible Employee:** The Vice President or unit head will determine who is eligible to participate.

**Primary Workplace:** An employee's usual and customary workplace.

**Telework:** A flexible work arrangement in which an employee is authorized to perform his/her assigned job duties in his/her home for one (1) or more days per week.

**Telework Agreement:** A formal written agreement between an employee and his/her supervisor and approved by the Vice-President or unit head that outlines the terms and conditions of an employee's work performed from an employee's home.

**Teleworker:** An employee working from his/her home for one (1) or more days per week.

## IV. GENERAL EXPECTATIONS AND ACCOMPANYING TERMS AND CONDITIONS:

Employees who have an approved Telework/ Alternate Work Location Agreement are required to adhere to all of the policies/procedures of Alabama A&M University during work hours.

1. An employee desiring to telework or work from an alternate work location must understand and agree that the arrangement does not alter or supersede the terms of the existing employment relationship between the employee and Alabama A&M University.
2. Work Hours/Leave:
  - a. An employee that teleworks will be assigned requirements on an individual basis by the supervisor.
  - b. No work-related meetings involving other employees may be held at home.
  - c. Employee should continue to track and report hours based on existing University procedures.
  - d. A full-time non-exempt employee participating in teleworking may not work more than a total of forty (40) hours in a seven (7) day work week/work period without the prior approval of appropriate Vice President or his/her designee.

- e. Approval for leave while teleworking will be obtained in the same manner as if the employee was on campus using the exist

files, and access to work unit computer systems to the same degree as when working in his/her primary workplace.

- b. Employee agrees to conduct university business only through the approved portal provided by the university. No files, data, or information may be saved on any device, i.e., personal computer hardware or external drive of any sort. All information should be controlled in a manner consistent with FERPA and HIPAA guidelines.

- 7. Liability for Injuries: Employee acknowledges that Alabama A&M University is not held personally liable for any personal injuries that occur



requirements for the alternative workplace (as outline above) during his/ her approved work hours.

### **Work Schedule and Work Status**

An employee that teleworks will be assigned requirements on an individual basis by the supervisor. Employee agrees to maintain contact with the office as needed to complete requirements. Employee agrees to perform only official duties and not to conduct personal business while on work status at the alternate work location. Personal business includes but is not limited to caring for dependents or making home repairs.

Employee agrees not to conduct any work-related meetings at the alternate work location if that alternate work location is the E m p l o y e e ' s h o m e .

### **Standards of Conduct**

Employee agrees to be bound by Alabama A&M University regulations, policies, and procedures while working at the alternate workplace. Violation of the foregoing may result in termination of this agreement and the teleworking privilege.

**Cancellation of Agreement**

Employee's participation as a teleworker is entirely declared a State of Emergency. Under the voluntary arrangement, the agreement will be available only as long as Employee is deemed eligible at Alabama A&M University's discretion. There exists no right to telework. Either a teleworker, with or without cause, upon reasonable notice thereof, in writing, to the other. Alabama A&M University will not be held responsible for costs, damages, or losses resulting from cessation of participation as a teleworker. This agreement is not a contract of employment and may not be construed as one.

**Term of Agreement**

This Agreement shall become effective as of the date written above, and shall remain until terminated by Employee or Supervisor.

**Acknowledgement**

I have read and understand this agreement and all of the conditions and stipulations delineated in Procedure 6.24 – Telework and Alternate Work Location and agree to abide by and operate in accordance with the terms and conditions described in both documents. I agree that the sole purpose of this agreement is to regulate telework and that it constitutes neither an employment contract nor an amendment to any existing contract and may be cancelled at any time.

\_\_\_\_\_  
Employee/Teleworker

\_\_\_\_\_  
Date

\_\_\_\_\_  
Supervisor/Chair/Director

\_\_\_\_\_  
Date

Date