I. PURPOSE

Although many Alabama A&M University work units, programs, operations, and services require the regular presence of employees at their primary workplace during the work week, the president, or his/her designee may designate certain positions, departments, 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 with the provisions of this procedure. Additionally, every effort will be made to apply the same review standards to all requests from similarly situated employees (e.g., those employees encumbering the same type of position with similar job duties and responsibilities); however, the requesting employee’s vice president, academic dean or unit head, has the sole discretion to determine if an employee’s request is approved.

A participating employee will perform essentially the same work as he/she would in their primary workplace consistent with their established performance expectations and accompanying terms and conditions of employment. The initial approval of a position for telework does not guarantee its continuous use or that a future incumbent (of the same position) would be authorized to telework or to work at an alternate work location.

For purposes of this procedure, a formal telework arrangement is one in which a participating employee works an average of two (2) 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.
II. APPLICABILITY

All work units associated within Alabama A&M University.

III. DEFINITIONS

Alternate Work Location/Site – A workplace other than an employee’s usual and customary workplace where business is performed on a limited basis to include an employee’s home or 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 two (2) 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 assignments to be performed from an employee’s home.

Teleworker – An employee working from his/her home for two (2) or more days per week.

IV. GENERAL EXPECTATIONS AND ACCOMPANYING TERMS AND CONDITIONS:

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 in an employee’s 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 approval of his/her immediate supervisor.
   e. Approval for leave while teleworking will be obtained in the same manner as if the employee were on campus using the existing University procedures.
3. An employee’s compensation and benefits will not be impacted by his/her participation in a telework agreement.

4. Equipment, Supplies, Materials, and Reimbursable Expenses:
   a. General office supplies (pens, paper, etc.) will be supplied by the employee’s primary workplace and should be obtained during an in-office workday.
   b. An employee teleworking/working from home is expected to use his/her own furniture, telephone lines, and other office equipment (e.g., a printer). No Alabama A&M University equipment shall be permanently installed in an employee’s home; however, it is permissible for an employee to utilize a work unit-issued laptop or other portable equipment. All university-issued portable equipment must be maintained according to Alabama A&M University guidelines and must be properly inventoried.
   c. Any theft, damage or malfunction of State-issued portable equipment must be immediately reported to the employee’s supervisor.
   d. Neither Alabama A&M University or any of its work units shall assume responsibility for any costs associated with any improvements made by an employee to his/her premises or for any operating costs (e.g., electric bills, additional phone lines, internet, wi-fi, etc.), home maintenance, new or replacement equipment, the cost of maintenance, repair or operation of personal equipment or, any other costs associated with the employee’s use of his/her home/home office for telework purposes.
   e. Any other expense associated with the employee’s performance of his/her duties and which is appropriate for reimbursement pursuant to guidelines, must be submitted to and approved by an employee’s supervisor.

5. Child/ Dependent/Adult Care and Personal Business:
   a. Teleworking/working from home is not intended to serve as a substitute for child or dependent care nor is it a substitute for the use of paid leave. Employees should ensure that appropriate child/ dependent care is provided.
   b. An employee should refrain from conducting personal business while in a work status at his/ her home.

6. Security of Work Unit Information and Records:
   a. A teleworker or employee working from an alternate work location must ensure the security, integrity, and confidentiality of data, documents, records, information, paper 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 due to hazards at the employee’s home or alternate work location that the University did not create.

IV. ONLINE TELEWORK FORM

Click here for online form: Teleworking Agreement