

Alternative Work Agreement (Refer to Board Policy PSL-716)

Independence Community College is commitment to supporting its employees during challenging and/or difficult life situations by allowing the employee the opportunity to request an Alternate Work Agreement when these situations occur.

Alternative Work Agreements are for Athletic Staff; Classified Staff and Administrators only. Faculty is not covered by the Alternative Work Agreement Policy.

Alternative Work Agreements are temporary changes to a employee's work schedule which allows the employee to continue performing his/her usual job duties at a different starting and ending time; on different days of work and/or working from home.

An Alternative Work Agreement does not become the employees' permanent work schedule.

An Alternate Work Agreement is not to be considered a universal employee benefit or right. No employee is entitled to or guaranteed the opportunity to an Alternate Work Agreement. Administration is responsible for the continued successful operations of the college and thus has the sole discretion to approve and/or deny any Alternative Work Agreement request.

Alternate Work Agreements do not change the conditions of employment or required compliance with laws and policies. Employees working on an Alternate Work Agreements are subject to the same policies, statutes, and procedures applicable to all employees including, but not limited to, time and attendance and leave policies.

Supervisors may require employees to report to a central workplace or video conference as needed for work-related meetings; events or 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.

How to apply

Request an Alternate Work Agreement here: [insert link](#)

Requests for Alternate Work Agreements should be initiated by the employee's supervisor and should establish the business justification for the Alternate Work Agreement.

The supervisor should consider material and equipment needs when drafting a proposal for an Alternate Work Agreement with the goal of making the agreement cost-neutral, i.e., no more equipment, supplies or expense should be necessary.

Approved Alternate Work Agreements must be initiated through a formal Alternate Work Agreement. At a minimum, this agreement will establish:

- 1) That the agreement may be revoked any time without cause by written notification of the college or upon request by the employee;
- 2) That the agreement will be reviewed periodically for compliance and to ensure the continued business justification;
- 3) The employee's work schedule;
- 4) The employee's work location(s);
- 5) How communications between the employee, supervisor, colleagues, and others will be maintained;
- 6) Exclusions of liability for ICC 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 college 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;
- 8) The employee's status during emergency or weather-related closings.

ICC 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. ICC will not be liable for any fines, penalties, taxes or other expenses that may accrue as a result of any violation of applicable restrictions.

Employees must follow all ICC data security policies and procedure for protecting confidential information and the employee is responsible for securing all ICC materials, documents and/or equipment.

Once approved for an Alternate Work Agreement, the employee is expected to maintain appropriate levels of productivity and quality of work. If working from a home-based location, the employee is expected to maintain a productive work environment free of distractions. Supervisors will use the college's normal performance management system to clearly define the performance expectations and to assess the employee's performance. If a decline in performance is noted, the Alternative Work Agreement will be canceled.