

WVMCEA/WVMCCD TELECOMMUTING AGREEMENT

Alternative Work Schedules (in coordination with Article 17.6)

The District and the association endeavor to provide flexible, alternative work schedules to workers within the parameters of this agreement. The parties agree that any alternative work schedule must be approved in advance by the immediate supervisor and that if for any reason the worker's request for an alternative work schedule is denied that he/she shall have the right to request the reasons for denial in writing.

Telecommuting workers are required to perform their assigned work duties and be accessible as if they are working at their District worksite during the established telecommuting Work Schedule. Workers must be accessible at all times during their temporary telecommute scheduled work times via the manner and technology designated by their supervisor, which includes laptop computer, email, messaging application, video conferencing, and/or instant messaging. Workers will make themselves available to physically attend scheduled work meetings, trainings, and other department activities as requested or required by the Department.

Workers may request to work the following alternative work schedules within the telecommuting agreement:

Telecommuting- Workers will work all or part of a scheduled 37.5 hour work week from an off-campus location within the state of California. The 37.5 hour work week can be structured as follows:

a. 5/37.5 Schedule - Workers will complete the 37.5 hour work week within 5 agreed upon work days over a one-week period of assignment. A portion of this work may include telecommuting, with agreement from the immediate supervisor.

OR

b. 4/37.5 Schedule- Workers will complete the 37.5 hour work week within 4 agreed upon work days over a one-week period of assignment. A portion of this work may include telecommuting, with agreement from the immediate supervisor

OR

c. 9/75 Schedule- Workers will complete a 75 hour work week within 9 agreed upon work days over each two-week period of assignment. A portion of this

work may include telecommuting, with agreement from the immediate supervisor.

Workers may not deviate from their agreed to alternate work schedule and are required to take rest and meal breaks while telecommuting in full compliance with their collective bargaining agreement. Workers are prohibited from working additional hours outside of their temporary telecommute work schedule and are expressly prohibited from working overtime without prior approval from their supervisor.

In the event that the Chancellor declares a college or district-wide emergency requiring campus closure, the District retains the right to direct workers to telecommute consistent with the provisions of this agreement until the conclusion of the emergency.

Should the immediate supervisor determine that an alternative work schedule must end, and the employee must return to in-person work or a five-day per week schedule, the employee will be given a minimum of ten (10) working days notice in writing.

A decision to deny a request for an alternative work schedule or return workers to a standard schedule is final and not subject to the grievance procedure outlined in Article 20.

Alternative Work Schedules must comply with all applicable District, state, and federal policies and procedures and collective bargaining agreements regarding overtime, holidays, vacation leave, and sick time.

Terms

1. The worker agrees to sign a telecommuting agreement with the District.
2. The worker agrees to remain accessible during designated work hours. Designated work hours to be discussed/finalized and memorialized in writing (below) prior to the start of the telecommuting work.
3. Job responsibilities and performance appraisals remain the same as when working on site at WVMCCD.
4. WVMCCD does not reimburse for costs for internet, phone lines or home utilities. However, the worker shall be allowed to request District equipment and office supplies as deemed reasonably necessary to perform the essential functions of their job.
5. All injuries incurred by the worker during hours that the worker is telecommuting, and all illnesses that are job-related must be reported promptly pursuant to Administrative Procedures 7343 - Industrial Accident and Illness Leave. Additional

information concerning WVMCCD workers compensation program and process is available via the website at

<https://www.wvm.edu/services/hr/leave/Pages/default.aspx#Tab1>.

6. The worker understands that equipment, office supplies, records, and materials shall remain the property of the District and is for business use only.
7. The relocation of any equipment or supplies from the campus to the remote work location shall be the responsibility of the worker.
8. The College will provide for reasonable maintenance to District.
9. The worker understands that all obligations, responsibilities, terms and conditions of employment with the District remain unchanged, except those obligations and responsibilities specifically addressed in this Agreement.
10. Any breach of the telecommuting agreement by the worker may result in termination of such Agreement.

Request Dates

Date Submitted: Requested Start Date/Renewal Date: End Date:

- Select One: This is a request to renew a current teleworking agreement
 This is a request to propose a new teleworking agreement

Employee Information

Name: Department:
 Employee ID: Supervisor Name:
 Classification: Supervisor Email:

Proposed Work Schedule

A. **Current Department Work Schedule** – Days and hours worker is normally expected to work on-site at West Valley/Mission:

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Hours							
Time In/Out							

B. Alternate Workplace Work Schedule – Days and hours when the worker will normally work at the designated alternate work site.

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Hours							
Time In/Out							

By signing this Agreement, the worker certifies that he/she will maintain a safe and ergonomically appropriate telecommuting worksite, and that he/she has reviewed the free Keenan Safe Colleges, online training, “Office Ergonomics.” Upon request, the District will provide additional resources to assist the worker in assessing and maintaining the telecommuting worksite in a safe and ergonomically appropriate manner. The worker agrees to utilize these resources if needed.

I hereby affirm by my signature that I have read this Telecommuting Agreement and understand and agree to all its provisions.

Employee Name (Print)

Employee Signature

Date

Supervisor Name (Print)

Supervisor Signature

Date

Associate Vice Chancellor of HR
(Print)

Associate Vice Chancellor of HR
Signature

Date