



Ohio Administrative Code Rule 3358:17-26-01.2 Flexible scheduling.

Effective: [March 22, 2015](#)

The college recognizes the need for flexibility and alternative work arrangements for eligible employees and suitable positions. Flexible scheduling is one option that may promote employee productivity and work/life balance, and may also be of benefit to the environment and society in general.

Flexible scheduling is a voluntary work alternative, approval is at the convenience and sole discretion of the college, and is reviewed on a case-by-case basis. These procedures serve as guidelines for formal flexible scheduling arrangements.

(A) Eligibility.

Full-time administrative and support staff employees are eligible to apply for flexible scheduling. An approved, signed flexible scheduling work agreement must be on file with the human resources department prior to flexible scheduling.

(B) Suitability.

Before entering into any flexible scheduling work agreement, the employee and his/her supervisor, with the assistance of the human resources department, will evaluate the suitability of such an arrangement with particular attention to the following areas:

- (1) Benefit to the college - the arrangement assists in the completion of the college's goals.
- (2) Employee suitability - the employee and manager will assess the needs and work habits of the employee, compared to traits customarily recognized as appropriate for successful flexible scheduling.
- (3) Job responsibilities - the employee and manager will discuss the job responsibilities and



determine if the job is appropriate for a flexible scheduling arrangement.

(4) Supervisor's ability to effectively manage the flexible scheduling employee's duties.

(5) Equipment needs, alternate work site space and design considerations and scheduling issues.

(6) Tax and other legal implications for the business use of the employee's alternate location on IRS and state and local government restrictions. Responsibility for fulfilling all obligations in this area rests solely with the employee.

(C) Generally, requests for flexible scheduling will not be approved when any of the following are noted:

(1) The nature of the job requires the employee's physical presence (e.g. flexible scheduling may not be appropriate for an employee who closely supervises the work of other employees or requires face-to-face contact to provide effective customer service), or when efficiency is compromised when the employee is not present.

(2) The employee's performance evaluations do not indicate sustained high performance.

(3) The employee's observed productivity levels are problematic.

(4) The employee requires close supervision as indicated, for example, by the employee's consistent need for guidance on technical matters.

(5) The employee's current assignment requires frequent supervision, direction or input from others who are on-site at the college.

(6) The employee has received disciplinary action or has a demonstrated attendance problem.

(7) Flexible scheduling is not intended to permit employees to have time to work at other jobs, run their own businesses, or to accommodate child care needs. Failure to fulfill both qualitative and quantitative work requirements, whether under a traditional employment arrangement or a flexible



scheduling agreement, may be cause for disciplinary action, up to and including termination.

(D) Trial period.

If the employee and supervisor agree, and human resources concurs, a flexible scheduling work agreement will be prepared and signed by all parties and a ninety business days trial period will commence.

(E) Work schedule.

As part of the flexible scheduling work agreement, the employee and his/her supervisor will agree on the number of days of flexible scheduling allowed each week, the work schedule the employee will customarily maintain, and the manner and frequency of communication. Regardless of the location of the workstation or the time of day actual work is accomplished, employees on a flexible schedule are expected to work their designated number of hours per week. Employees are expected to follow supervisor-approved work schedules; management has the final decision regarding an employee's work schedule and location. The flexible scheduling employee agrees to be accessible by phone or other agreed upon method within a reasonable time period during the agreed upon work schedule.

(F) Equipment.

The college will determine the appropriate equipment needs for each flexible scheduling arrangement on a case-by-case basis. Equipment supplied by the college will be maintained by the college. Equipment supplied by the employee, if deemed appropriate by the college, will be maintained by the employee. The college accepts no responsibility for damage or repairs to employee-owned equipment. The college reserves the right to make determinations as to appropriate equipment, subject to change at any time. Equipment supplied by the college is to be used for college purposes only. The flexible scheduling employee must sign an inventory sheet for all college property supplied and agree to take appropriate action to protect the property from damage or theft. Upon termination of employment or the flexible scheduling work agreement all college property will be returned to the college, unless other arrangements have been made. The employee will be responsible for any and all damage to the property. The college will supply the flexible scheduling employee with appropriate office supplies (pens, paper, etc.) for successful completion of job



responsibilities. The college will also reimburse the employee for all other business-related expenses such as phone calls, shipping costs, etc. that are reasonably incurred in accordance with job responsibilities, subject to compliance with the colleges reimbursement process.

(G) Work environment.

As part of the flexible scheduling work agreement, the flexible scheduling employee will notify the college of the location of the employee's alternate work site from which the employee will cyber commute. The college will not be responsible for costs associated with initial setup of the employee's alternate work site such as remodeling, furniture or lighting, nor for repairs or modifications to the alternate work site.

(H) Security and confidentiality.

Consistent with the college's expectations of information asset security for employees working at the college full-time, flexible scheduling employees will be expected to ensure the protection of proprietary college, student, and customer information accessible from their alternate work site. Steps include, but are not limited to, use of secured locked file cabinets and desks, regular password maintenance, and any other steps appropriate for the job and the environment.

(I) Safety inspection.

A representative of the college may visit the employee's alternate work site at any time to inspect for possible work hazards and suggest modifications.

(J) Illness and injuries.

(1) Injuries sustained by the employee while at their alternate work site and in conjunction with their regular work duties are normally covered by the college's workers' compensation program. Flexible scheduling employees are responsible for notifying the college of such injuries in accordance with the college worker's compensation procedures. The employee is liable for any injuries sustained by visitors to their alternate work site.



(2) Employees cannot work from an alternate work site during medical leave without their physician's written authorization.

(K) Liability.

(1) The college assumes no liability for injuries occurring in the employee's alternate work site outside of work hours. Employees should note that some homeowner policies do not automatically cover injuries arising out of, or relating to, the business use of the home. For the employee's protection, employees should have their homeowners/tenants liability policy endorsed to cover bodily injury and property damage to all third parties arising out of or relating to the business use of their home. Employees who live in rented property should be aware that their lease may not permit business use of the premises.

(2) The college accepts no responsibility for the safety, security or suitability of any alternative work site. The college also accepts no responsibility for the personal property of any employee.

(L) Trial period evaluation.

Evaluation of the flexible scheduling employee's performance during the trial period will include daily interaction by phone and e-mail between the employee and his/her supervisor, and weekly face-to-face meetings to discuss work progress and problems. At the conclusion of the trial period the employee and his/her supervisor will each complete an evaluation of the arrangement and make recommendations for continuance or modifications.

(M) Communication plan.

An appropriate level of communication between the flexible scheduling employee and his/her supervisor will be agreed to as part of the discussion process and will be more formal during the trial period. After conclusion of the trial period, the supervisor and employee will communicate at a level consistent with employees working at the college or in a manner and frequency that seems appropriate for the job and the flexible scheduling employee involved.

(N) Overtime.



Flexible scheduling employees who are not exempt from the overtime requirements of the Fair Labor Standards Act ("FLSA") will be required to record all hours worked in a manner designated by the college. Flexible scheduling employees will be held to a higher standard of compliance than college based employees due to the nature of the work arrangement. Hours worked in excess of those specified per day and per work week, in accordance with state and federal requirements will require the advance approval of the supervisor. Failure to comply with this requirement can result in the immediate cessation of the flexible scheduling work agreement.

(O) Termination of agreement.

The availability of flexible scheduling as a flexible work arrangement for employees can be discontinued at any time by the employee or at the discretion of the college. Every effort will be made by the college to provide two weeks' notice of such a change to accommodate commuting, child care and other circumstances that may arise from such a change. There may be instances, however, where no notice is possible.

(P) Other.

There shall be no additional pay for flexible scheduling. Nor shall mileage be paid for transportation between an employee's alternate work site and the college.