

## Flexible Work Arrangement

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Sponsoring Department: Human Resources

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#### I. Purpose

The purpose of this procedure is to provide guidelines for the administration of flexible work arrangements for the University of Texas at Arlington.

#### II. Policy

It is the policy of The University of Texas at Arlington to allow flexible work arrangements at the discretion of the manager, to enable employees to serve customers, meet institutional and departmental goals, and balance professional and personal responsibilities. Flexible work arrangements may be implemented as a means of achieving administrative efficiency, improving productivity and job performance, supporting business continuity plans, and supporting the hiring and retention of a highly competent workforce through work/life balance.

#### III. Definitions

**Alternate work locations** are approved work sites other than the employee's regularly assigned place of employment where official university business is performed. Such locations may include, but are not limited to employee's homes and satellite offices.

**Compressed workweek** is the scheduling of a traditional 40-hour week into fewer than five full days by adjusting the number of hours worked per day. An example of a compressed schedule is working four ten-hour days with one full day off each week.

**Flextime** is a work schedule with variable arrival, departure and/or lunch times. It is typically designed to enable employees to come in earlier or leave later than the organization's normal hours of operation. This approach enables the department to ensure necessary office coverage; customer service and staff interactions are maintained during the core hours.

**Job sharing** is when two people share the responsibilities of one regular full-time position within a unit by each working part-time.

**Regularly assigned place of employment** is the location on the University campus where an employee usually and customarily reports for work. The regularly assigned place of employment is considered an employee's workstation for all pay, leave and travel purposes.

**Telecommuting** is the performance of normal work duties at a location away from the conventional or main office. This off-site location is most often the employee's home, but can also be a satellite office or, if traveling, a virtual office.

**Work schedule** is the employee's hours of work in the regularly assigned place of employment or alternate work location.

#### IV. **Eligibility**

This policy applies to all benefits eligible administrative and professional and classified employees of the University. It does not apply to those positions that require student status as a condition of employment.

#### V. **General Provisions**

- A. The University normally requires that work be performed on university property. In order to promote general work efficiencies, the University may permit or direct designated eligible Administrative and Professional and Classified employees to work alternative work schedules and/or at alternate work locations for all or part of the workweek.
- B. A flexible work arrangement is considered a privilege and not a right. Flexible work arrangements do not change the conditions of employment or required compliance with policies. These arrangements do not constitute an employment contract and they do not create a property interest in employment.
  - **Compensation and Benefits** – An employee's compensation and benefits will not change as a result of implementing a flexible working arrangement of compressed workweek, flextime or telecommuting, including holidays. University holidays are based on an 8-hour day. For this reason, if an employee is approved for a compressed workweek, when a holiday falls on a 10-hour workday, only 8 of those hours will be charged as holiday. The remaining two hours must be taken as a vacation and/or compensatory time or worked on another day during that workweek. Therefore, as a general rule – on a compressed

workweek schedule, the employee will revert to a 5-day/8 hours schedule for the holiday workweek, unless otherwise approved in advance by their supervisor.

If an employee requests and is approved for job sharing, there may be an impact on his/her compensation and/or benefits including, but not limited to: insurance premiums, vacation and sick leave accruals, longevity pay, holiday pay and tuition benefits. Employees considering job sharing should consult with a benefits representative to discuss his/her benefits eligibility based upon the proposed arrangement.

- **Hours of Work** - The total number of hours that an employee is expected to work will not change, regardless of working arrangement. Telecommuting is not intended to serve as a substitute for child or adult care. If children or adults in need of primary care are in the alternative work location during the employees' work hours, some other individual must be present to provide the care.
- **Attendance at Meetings** - Supervisors may require employees to report as needed for work-related meetings or other events or may meet with employees in the alternate work location as needed to discuss work progress or other work related issues.
- **Workers' Compensation Liability** - The University of Texas at Arlington may be liable for job-related injuries or illness that occur during employees' established work hours in their alternate work locations. Due to this, it is critical that the employee understand that they are responsible for maintaining a designated workspace in a clean, professional and safe condition at the alternate work location. The University of Texas at Arlington specifically assumes no liability for injury to any other person who would not be in the work area if the duties were being performed at the designated headquarters. The University retains the right to pre-arranged on-site inspections of this work area during work hours. Worker's Compensation benefits will apply to injuries arising out of and in the course of employment. A telecommuting employee who sustains a work-related injury must notify the supervisor immediately and complete all requested documents regarding the injury.
- **Timekeeping and Leave Criteria** - *Timekeeping*: employees are required to submit regular time reports as specified by the supervisor and in accordance with university policy and any other records related to work hours agreed upon with the supervisor. Departments shall maintain all time records for the employee. *Leave*: pursuant to established university policies, employees must obtain supervisory approval before taking leave.
- **Overtime/Compensatory Time** - Non-exempt employees covered by the Fair Labor Standards Act will continue to be compensated for overtime in accordance with the provisions of the Act. Texas Government Code, Chapter 659.018, prohibits a state employee from accruing state (equivalent) compensatory time for work performed at any location other than the employee's regular place of employment or

assigned duty point. Under state law, an employee's residence cannot be deemed to be an employee's regular place of employment or duty point.

- **Equipment and Security** - The employee must abide by all University policies and guidelines for standards and ethics and strictly adhere to policies regarding the use of state property, including the use of servers and firewalls for data protection. He or she is responsible for ensuring the safety and integrity of data and software used at the remote site. He or she must run current anti-virus software at all times. The employee agrees to prevent unauthorized viewing or use of all information resources by non-employees. A password protected screen saver must be used at all times on the remote computer. The employee is required to use a surge protector to protect university-owned computer equipment from electrical spikes. When equipment is used at a remote workplace, the employee is financially responsible for that equipment if it is lost, stolen or damaged because of that employee's negligence, misuse or abuse. Property removal procedures must be followed. If a problem arises relating to the telephone or Internet Service Provider, the employee will contact and obtain support from their service provider. Payment for repairs is the responsibility of the subscriber of the service. Employees are required to follow all information security rules, copyright laws and manufacturer licensing agreements of The University of Texas at Arlington. Software may not be duplicated except as allowed under law or licensing agreements.
- **Data Backup in Telecommuting** - To ensure proper backup of data, the employee agrees to periodically save files to a server properly maintained by The University of Texas at Arlington, rather than keeping the only copy of data on the local hard drive of the remote computer.
- **Employee-owned Hardware and Software Used in Telecommuting** - All computers connecting to the University's network via digital subscriber line (DSL), cable modem service, or through an internet service provider (ISP) are required to use properly configured virtual private network (VPN) or remote terminal services software, personal firewall software, remote control software provided by the University and to be running current virus protection software. Computers not properly configured and/or secured for telecommuting will be disconnected from the University's network until corrected. Products or programs the employee develops while telecommuting remain the property of The University of Texas at Arlington. A telecommuter must use only approved communication software when connecting with The University network. The University will not be liable for damages to employee-owned equipment resulting from participation in the telecommuting program; not responsible for operation costs, home maintenance, or any other incidental costs (e.g. utilities, basic telephone service, insurance) associated with the use of the employee's residence for telecommuting, unless specifically provided otherwise in advance in writing by the head of the employee's department.

- **Supplies** - Supplies required to complete assigned work at the remote workplace should be obtained from the department. Out-of-pocket expenses for materials and supplies normally available at the University such as paper, pens, etc., will not be reimbursed.

## VI. Departmental Responsibilities

- A. The hiring department should assure that the jobs chosen for flexible work arrangements are adapted easily to an alternative arrangement, especially in telecommuting. Jobs that are adapted easily for telecommuting include jobs that consist of writing, reading, researching, independent thinking, editing and working with data. The supervisor should evaluate both the characteristics of the position and of the incumbent or applicant. Ideal candidates are self-motivated and responsible; results oriented and comfortable setting priorities and deadlines; able to work independently; need minimal supervision; successful in current position; knowledgeable about office procedures; an effective communicator who takes initiative; adaptable to changing routines and environments; and committed to the flexible arrangement.
- B. As with any employee, performance expectations and goals for each workweek must be established and met.
- C. The supervisor should research and identify what resources are needed and should schedule regular meetings to assess needs, give feedback, discuss problems, etc. The supervisor should review the flexible work arrangement periodically and make necessary adjustments in order to address any changing business demands.
- D. The supervisor may approve or deny a flexible work arrangement that is proposed by the employee. If the supervisor and the employee do not agree on the aspects of the schedule, then the employee will continue to work his or her standard hours at the regularly assigned place of employment. In general, flexible work arrangements are a privilege, which may be granted under appropriate circumstances for high performing employees whose job responsibilities are suited to such arrangements and each request to deviate from the normal schedule and/or location will be evaluated on an individual basis.
- E. Generally, requests for flexible work arrangements may be considered when:
  - The employee has demonstrated sustained high performance and when the manager believes that the employee can maintain the expected quantity and quality of work;
  - Quality of service can be maintained for students, faculty and other members of the campus community; and when
  - Flexible work arrangements are appropriate considering the nature of the employee's job.

## VII. **Employee Responsibilities**

Employees participating in a flexible work arrangement are responsible for adhering to all terms of the arrangement as outlined in the approved flexible work arrangement agreement. Employees that have been approved for telecommuting shall provide and maintain a healthy and safe environment at the remote worksite, provide a floor plan of the worksite area showing the location of the furniture, equipment and electrical outlets; use only university approved software for connecting with the University's network from the remote worksite; run current anti-virus software at all times and follow all university information security rules, copyright laws and manufacturer licensing agreements; comply with the University's property administration procedures, including completion of required documents and information resource policies and procedures; and maintains accurate time and accounting documentation to support and substantiate his or her work hours and work products.

## VIII. **Creating a Flexible Working Arrangement**

- A. Flexible work arrangements should be subject to a *Flexible Work Arrangement Agreement* ([Form 3-86](#)). The agreement should be in writing and shall comply with the requirements of this procedure, be completed and signed by the employee and the employee's supervisor and must have the approval of the employee's unit head before it can be implemented.
- B. The agreement should cover all aspects of the flexible arrangement, including but not limited to the following:
  - The duration of the agreement;
  - The work schedule and how it may be changed;
  - How leave is to be requested by the employee and approved by the supervisor;
  - How routine communication between the employee, supervisor, co-workers and customers will be handled;
  - The employee's performance goals and expectations;
  - The equipment and/or supplies that will be used, and who is responsible for providing and maintaining them;
  - Applicable data security procedures;
  - Applicable safety requirements, and;
  - A requirement that employees permit their supervisor access to the alternate work locations during normal work hours as defined by the agreement.

## IX. Termination of Agreement

Flexible work arrangements may be terminated by either the employee or the University with ten (10) working days' written notice. Upon termination of a telecommuting agreement, the employee must immediately return to the University all notes, data, reference materials, sketches, drawings, memoranda, reports, records, equipment, software, supplies and any other university-owned property in the employee's possession or control. The University will not be held responsible for costs, damages, or losses associated with the termination of the telecommuting agreement. The University reserves the option to terminate the agreement without notice for any violations of policy.

### Related Forms

- *Flexible Work Arrangement Agreement* ([Form 3-86](#))
- *Telecommuting Agreement* ([Form 3-87](#))