



HUMAN RESOURCES POLICIES AND PROCEDURES MANUAL

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Purpose

The purpose of this policy is to define the use of alternative work sites consistent with the University's efforts toward work/life balance for employees.

Policy

An alternative work site (Flex Place) is when there is mutual agreement between a supervisor and an employee where some component(s) of the employee's work is done at home or alternative work site. Based on business need, this plan is most appropriate for work that has clearly defined tasks and measurable work activity. Typically, an alternative work site (Flex Place) arrangement will specify a number of hours worked at home or alternative work site each week. The employee will continue to work on-site the greater majority of his/her work hours.

To be considered for an alternative work site option, employees should have completed six (6) months of employment in the department instituting the arrangement, except when an alternative work site has been agreed upon as a condition of employment and referenced on the offer letter.

The flex place program is an employer option, not an employee right and is appropriate only when it results in a benefit to the institution. A flex place option may not be suitable for all employees and/or positions.

Definitions

- **Alternative Workplace:** A work site other than the employee's usual and customary worksite (primary workplace). The alternative workplace may include the employee's home.
- **Eligible Employees:** An employee, in an eligible position and one who has completed his/her provisional period, and has been identified by the employee's supervisor as satisfactorily meeting performance standards, terms, and conditions of employment of their position. The

employee shall have no active formal disciplinary actions on file for the current or immediately preceding review period.

- **Eligible Positions:** A position having measurable quantitative or qualitative results-oriented standards of performance that is structured to be performed during a work period that may vary from the core work hours established for a department. The position must be structured to be performed independently of others and with minimal need for support and can be scheduled at least one day a pay period to participate in a flex place arrangement without impacting service quality or organizational operations. The eligibility of a position for a flex place arrangement may change depending on circumstances.
- **Mobile Worker:** An employee who travels continuously and whose current work location is his/her home or an assigned office. The duties of these positions generally require the employee to meet and work off-site with clients/customers who are dispersed throughout a geographic territory. For the purposes of this policy, mobile workers are not considered flex place workers.
- **Occasional Flex Place worker:** An employee who, with the approval of his/her supervisor, works at home on an infrequent basis. Approval is usually task or project specific and normally approved at least the day before the employee flex place works. Occasional flex place workers do not flex place work on a scheduled basis. It is not necessary for the occasional flex place worker to complete a formal Flexible Work Arrangement Request Agreement.
- **Primary Workplace:** The flex place worker's usual and customary workplace.
- **Flex Place worker:** A person who for at least one or more days in a particular pay period works at home, or a satellite office, to produce an agreed upon work product. All flex place workers should complete the Flexible Work Arrangement Request agreement. A flex place worker is not a mobile worker.
- **Flex Place working:** Working at a location other than the employee's usual and customary workplace.
- **Flexible Work Arrangement Request Form:** The signed document that outlines the understanding between the department/University and the employee regarding the flex place arrangement. The agreement must be signed by both parties prior to the start of the flex place work period agreeing that both parties will abide by the terms and conditions of the Flex Place Agreement. The agreement must be reviewed and renewed at least annually to ensure that the guidelines for participating in the program indicate continued eligibility and are well understood. A supervisor may elect to revise the agreement when a need arises. In addition, the agreement should be reviewed and revised if necessary when there is a change in supervisor, job responsibilities, or change in work circumstances or performance.

Procedure

Supervisors who choose to consider a flex place arrangement for employees shall be responsible for the following:

1. Establishing expectations for and monitoring of employee performance;
2. Identifying eligible positions suitable;
3. Identifying eligible employees (see “Employee Participation”);
4. Determining if office-like space is required;
5. Determining if equipment will be provided to the employee to use at home (see “Equipment and Supplies”);
6. Establishing how the flex place employee will maintain regular contact with office coworkers and supervisors;
7. Determining how the department will handle restricted access materials, security issues, and taking electronic or paper records from the primary work place (see “Security and Access to Information”);
8. Ensuring that practices are consistent and compliant with state, Board of Regents, and institutional policy and state and federal law in the use of technology;
9. Delivering flex place training to employees;
10. Ensuring that individual work schedules and reporting for non-exempt employees are in compliance with FLSA regulations and Board of Regents policy;
11. Ensuring that each employee’s request is considered in relation to the department’s operating and customer needs;
12. Requiring a Flexible Work Arrangement Request form to be completed. . (See below)

Conditions of Employment

The flex place worker’s conditions of employment remain the same as for non-flex place employees. Employee salary, benefits, and employer-sponsored insurance coverage will not change as a result of a flex place agreement. The employee shall adhere to all policies, rules, and regulations of the institution, the Board of Regents of the University System of Georgia, and state while working in a flex place position. Further, an employee must have the willingness of his/her supervisor to perform the necessary supervisory responsibilities required for flex place work. The employee agrees not to conduct personal business while in official duty status at the alternate workplace.

Flex Place Self-Assessment

A successful flex place worker has particular traits, a job suitable for such work and a work site that is conducive to the work assigned. A self-assessment helps an employee interested in working in a flex

place arrangement to decide whether the work is right for him or her. A department may elect to provide the employee a self-assessment as part of the application to work in a flex place position.

Work Site and Work Hours

A defined workspace and defined core work hours are necessary (1) to reduce the University's exposure to risk, (2) to facilitate proper management of flex place workers, and (3) to ensure work is conducted in a productive and safe environment.

Work Space

As a condition of permission to work in a flex place arrangement, the employee must verify that home facilities used for work purposes are safe and suitable for purposes of the employee's work. The department may deny an employee the opportunity to flex place work if the alternative worksite is not conducive to productive work. The department should provide the employee a self-certification checklist, as part of the application to flex place work. The checklist is necessary to reduce the University's exposure to risk and liability and helps the employee know if his or her alternative workplace is conducive to productive work. An employee approved to work in a flex place arrangement shall be responsible for setting up an appropriate work environment within his/her home. The University will not be responsible for any cost associated with the setup of a home office. Upon request, the department will consult with Human Resources on any modifications or requirements to operate University-owned equipment at the home office. An employee will be required to provide the University with a statement within ten (10) working days of the request to flex place work confirming that he/she has met the reasonable standards to include health and safety requirements (including an ergonomically sound workstation) and promise to maintain it in the condition for the duration of the flex place period.

Equipment and Supplies

Office supplies (e.g. pens, paper, etc.) shall be provided by the department and should be obtained during the flex place worker's in-office work period.

The employee is expected to use his or her own furniture, telephone lines, and other equipment. Any use of private facilities of the employee will be at the employee's discretion and not at the expense of the University. This applies to all physical improvements and conveniences as well as services.

In no situation should the University -owned equipment be installed in an employee's home. The department, however, may give written permission for certain equipment, for example computers and pagers, to be checked out and used at the alternative worksite. As each department's equipment is the

property of the state, each department must retain the responsibility for the inventory and maintenance of state-owned property following state laws and procedures.

Work Hours

Each employee who works in a flex place arrangement shall develop a work schedule with the employee's supervisor. The employee's supervisor must agree in advance to any changes to the employee's work schedule. Based upon departmental guidelines for all employees, the employee must obtain approval in advance from his or her supervisor before taking leave during a designated flex place day.

The employee must maintain contact with the office as specified in the work schedule, department policy, and flex place agreement. An employee's activities outside the time of work or outside the place designated for work will be deemed to be in the employee's own personal time and place, unconnected with work activities.

Expenses and Compensable Time

Work related long distance phone calls should be planned for in-office days. At the discretion of the supervisor, expenses for business related long distance calls and cell phone calls, which must be made from a flex place worker's home, may be reimbursed if the reasons and costs for the calls are documented. The flex place worker is responsible for the cost of maintenance, repair, and operation of personal equipment.

Liability

The employee's home workspace, when used for flex place work, may be considered an extension of the department workspace. The flex place worker may be covered under the State's Workers' Compensation plan for injuries occurring in the course of the actual performance of official duties at the alternate workplace.

If an injury occurs during established flex place work hours, the employee must immediately report the injury to the supervisor and to Human Resources. The employee, supervisor, and department must follow the University's policies regarding the reporting of injuries for employees injured while at work.

The State of Georgia and Georgia Southern University are not responsible for any injuries to family members, visitors, and others in the employee's home. The flex place worker may not have business guests at the alternative workplace.

To the extent permitted by law, the employee will not attempt to hold the University or the state responsible or liable for any loss or liability in any way connected to the employee's non-work related use of his or her own home.

Flex Place Coordination

The Department of Human Resources will need to ensure the appropriate coordination of the Flex Place Program and policy. Georgia Southern's Chief Human Resources Officer or the Associate Director of Human Resources must be notified when such an arrangement is anticipated. Either HR administrator will provide guidance and clarification to departments on flex place work.

Security and Access to Information

The flex place worker is responsible for maintaining confidentiality and security at the alternative workplace, as the employee would at the primary work place. The employee must protect the security and integrity of data, information, paper files, and access to University computer systems. All institutional policies on Information Technology and Internet and technology use apply to flex place working, as they would in the primary work place.

Child and Dependent Care

Flex place work is not a substitute for childcare or dependent care. The flex place worker shall continue to make arrangements for child or dependent care to the same extent as if the person was working at the primary workplace.

Flexible Work Arrangement Request/Decision Form

A copy of this form should be placed in the employee's personnel file. In addition, forward the form to the Department of Human Resources

Part 1: To be completed by the employee

This form has been developed to make the process of preparing and presenting a request for a flexible work arrangement more efficient. Complete this form and submit it to your supervisor. Employees may submit a brief supplemental written proposal as well, but this is not necessary.

Date Submitted: _____

Name: _____ Title: _____

Department: _____ Supervisor: _____

- Exempt Employee (monthly paid)
- Non-Exempt Employee (bi-weekly paid)

Type of Flexible Work Arrangement Requested

- Compressed Work Week Schedule (CWW)
- Flexible Work Schedule (Flex Time)
- Alternative Worksite (Flex Place)
- Other

Describe the schedule/hours you propose to work:

Day	Start Time	Lunch Period	End Time	Total Hours	On Site (x)	Off Site (x)
Sunday						
Monday						
Tuesday						
Wednesday						
Thursday						
Friday						
Saturday						

Total Weekly Hours _____

In addition to thoroughly reviewing the considerations listed on your chosen option, be sure to consider the following:

- ❖ Impact on your peers and your relationships with them
- ❖ Communication with your supervisor and team
- ❖ Impact on your paid time off (annual leave, holidays and sick leave)

Work Performance

Employee agrees to provide regular reports, as required by the supervisor, to help evaluate quantity and quality of work performance. Employee understands that a decline in work performance may result in termination of this agreement.

- 1. Describe how your request for a flexible work arrangement will sustain or enhance your ability to meet service standards:**

- 2. Describe the anticipated benefits to the department that might result from this flexible work arrangement:**

- 3. If applicable, describe any additional equipment / expense that your flexible work arrangement might require:**

4. What review process with your supervisor do you propose for constructive monitoring of your flexible work schedule?

5. What potential gaps could your flexible schedule raise with external customers, internal customers, co-workers, your supervisor and others? How will these situations be handled?

Part II- To be completed by Dean, Director, or Department Chair:

- Flexible work arrangement approved.
- Flexible work arrangement approved with modifications.
- Flexible work arrangement denied/terminated.

If you modified / declined this request, please describe why:

Trial Period Effective Dates (if applicable and not to exceed one year, subject to annual review)

Beginning Date: _____ **Ending Date:** _____

Supervisor's Signature: _____ **Date:** _____

Employee's Signature: _____ **Date:** _____

Provisions for Cancellation of Agreement

Employee's participation in the Flexible Work Arrangement is voluntary and is available only as long as the employee is deemed eligible. A Flexible Work Arrangement is not an entitlement or benefit of employment. Either party may cancel the employee's voluntary participation, with or without cause, upon reasonable notice thereof, in writing, to the other. This agreement is not a contract of employment and may not be construed as one.

FLEXIBLE WORK SCHEDULE ARRANGEMENT AGREEMENT

I have read and understand this Agreement and the guidelines and agree to abide by and operate in accordance with the terms and conditions described in both documents. I agree that the sole purpose of this agreement is to accommodate/regulate my workweek and that it does not constitute an employment contract or an amendment to any existing contract and may be cancelled at anytime.

Employee Date

Supervisor 's Name (Please Print) Date

Supervisor 's Signature Date