

Utah Tech University Policy

326: Alternative Work Arrangements



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I. Purpose

- 1.1 To outline policy and procedures for certain employees to perform their job duties at their employee residences or other approved work locations outside of the University's premises, listed collectively as Alternative Work Arrangements, and includes short-term ("Flexible Work Arrangements") or long-term ("Remote Work Agreements") arrangements. Sporadic, unscheduled, or "once in a while" requests for Alternative Work Schedules are not covered by this policy and remain at the discretion of the employee and the employee's supervisor/department.

II. Scope

- 2.1 An Alternative Work Arrangement may apply to any University employee, as defined by Policy 301, but may not be appropriate for all employees and jobs, nor for all employees in the same or similar jobs. Therefore, approval of an Alternative Work Arrangement is made on a case-by-case basis and is not a right or universal benefit for all employees.

III. Definitions

- 3.1 **Alternative Work Arrangement:** a Flexible Work Arrangement, Remote Work Agreement, or Temporary Work Adjustment authorized by the University.
- 3.2 **Alternative Work Schedule:** a sporadic, unscheduled, or "once in a while" request of an employee to a supervisor wherein an employee works outside of Standard University Business Hours, defined by Policy 352 as Monday through Friday from 8:00 am until 5:00 pm.
- 3.3 **Flexible Work Arrangement:** any Short-Term (see Section 3.7 below) arrangement for which an employee is approved by the employee's

supervisor and authorized by the University to complete the employee's job duties from a Home Office.

- 3.4 **Home Office:** a designated work area within an employee's residence or other approved work location off of the University Premises.
- 3.5 **Remote Work Agreement:** any long-term (e.g., longer than one academic semester) agreement for which an employee is approved and allowed to complete the employee's job duties from a Home Office.
- 3.6 **Regularly Assigned Place of Employment:** the location on University Premises where an employee is assigned to usually and customarily report for work or perform work.
- 3.7 **Short-Term:** less than, or equivalent to, one full academic semester.
- 3.8 **Temporary Work Adjustment:** when a Flexible Work Arrangement is instituted or authorized by the University for a broad number of employees due to a need for many University employees to temporarily work remotely, such as during a public health crisis, an infrastructure adverse event, an emergency services calamity, or other irregular circumstance.
- 3.9 **University Premises:** all land, buildings, facilities, and other properties in the possession of, or owned, used, leased, or controlled by the University.

IV. Policy

- 4.1 The University may permit an employee to fulfill the employee's job duties under an Alternative Work Arrangement when it is in the University's best interest and it will maintain or enhance the employee's productivity. An Alternative Work Arrangement is appropriate only when both the abilities of the employee and the nature of the work to be performed meet the minimum criteria set forth below under "Supervisor's Considerations." A supervisor may apply a more rigorous criteria when determining whether an employee and a position are appropriate for an Alternative Work Arrangement. Based on job duties or business-related criteria, a supervisor has discretion to approve or deny an employee's application for an Alternative Work Arrangement.
- 4.2 Supervisor's Considerations:
 - 4.2.1 An employee's ability to perform the employee's job duties in a remote location, as determined by the supervisor's review of the employee's job description.

- 4.2.2 The employee's ability to maintain residency within the State of Utah, or a state in which the University has approved employment established. A list of eligible states is available from Human Resources and may only be updated with written approval from Human Resources and the Payroll Office.
 - 4.2.3 The employee's performance will not be diminished as a result of the arrangement or agreement because:
 - 4.2.3.1 The employee has a thorough knowledge and understanding of the employee's job duties.
 - 4.2.3.2 The employee has the ability to successfully organize, manage time, work independently and productively with minimal supervision.
 - 4.2.3.3 The employee has at least a satisfactory work history documented in the employee's performance evaluations.
 - 4.2.4 The employee's ability to follow all University policies, codes of conduct, and the employee's department rules, practices, guidelines, and procedures, including those regarding professionalism, data security, confidentiality, discipline, time clock entries, and leave/time off requests. This includes but is not limited to maintaining an appropriate and professional background during virtual meetings, wearing appropriate professional attire in virtual meetings, demonstrating professional speech and behavior in virtual meetings and in written communications.
 - 4.2.5 The employee's ability to access a Home Office that is safe and free from non-occasional interruptions, such that non-work-related events and activities will not disrupt or interfere with the employee's work at the Home Office.
 - 4.2.6 The employee's ability to secure and adequately protect any University information and equipment used at the employee's Home Office by ensuring all protective software and other firewall technology is installed and used on all equipment used by the employee at the Home Office. A supervisor must ensure that all sensitive and confidential information is protected and secured when an employee accesses information from a Home Office.
- 4.3 Any approved Alternative Work Arrangement is applicable only to the current employee in the particular position, and for the approved duration for that employee. An employee who accepts another position at the

University must reapply for a new Alternative Work Arrangement for any new position accepted by the employee.

- 4.4 An Alternative Work Arrangement is permitted and may be modified by the University at its sole discretion, for any reason. The University reserves the right to terminate any Alternative Work Arrangement at any time and for any reason, thus requiring the employee to resume working from the employee's regularly assigned place of employment on the University Premises in order to maintain ongoing employment.
- 4.5 An employee in an Alternative Work Arrangement is required to maintain a Home Office and should work exclusively in this Home Office. The University is not responsible for the upkeep or safety of the employee's Home Office. The University assumes no ownership rights or responsibilities over the employee's Home Office, and the University will not and cannot be listed on any employee's lease, utilities, homeowner agreement, etc.
 - 4.5.1 A Home Office must be appropriately maintained by an employee who is working offsite/remotely throughout the Alternative Work Arrangement time period, in compliance with OSHA and applicable safety standards set forth by Policy 401. An employee applying for an Alternative Work Arrangement is required to submit with the application a floor plan describing the employee's Home Office location, including furniture, equipment and electrical outlets, and also submit with the application a photograph of the employee's Home Office.
 - 4.5.2 In the event of a work-related injury, an employee's Home Office may be subject to inspection by the University's Risk Management and/or Human Resources' office for suitability as an alternative work location for the employee. Reasonable efforts will be made to schedule such inspections in advance. Should the University note an issue or concern on a safety inspection of a Home Office, the employee will be given notice and an opportunity to correct the problem within fifteen (15) University Business Days. Any such opportunity for correction will be followed by a reinspection by the University to confirm the issue or concern has been corrected by the employee.
- 4.6 An employee with an Alternative Work Arrangement is responsible for all costs of furnishing, establishing, and maintaining the employee's Home Office, including utilities, internet, taxes, and homeowner's or renter's insurance expenses.

- 4.6.1 An employee with a Remote Work Agreement and who is working remotely more than 60% of the time may be provided with a stipend of up to \$500 (taxable earnings) once every five years to use for the employee's personal maintenance of Home Office furniture (such as a desk, office chair, etc.).
- 4.6.2 This stipend does not affect an employee's ability to request equipment or other resources as reasonable accommodations under the Americans with Disabilities Act (ADA). Any ADA accommodation request should be submitted by the employee directly to Human Resources for review and response on behalf of the University.
- 4.7 An employee with an Alternative Work Arrangement may work with the employee's supervisor to submit a University cell phone reimbursement form, if the employee's cell phone will be the employee's primary form of phone communication with the University throughout the Alternative Work Arrangement time period.
- 4.8 The employee's department may, within its sole discretion, provide the employee under an approved Alternative Work Arrangement with basic equipment that the department deems essential for the employee to perform the employee's job duties and responsibilities from the employee's Home Office, such as computer hardware and software. Any such equipment is the sole and exclusive property of the University, including any equipment provided in accordance with the ADA, and is subject to the same business use restrictions as if it were used by the employee on University Premises. An employee may not move such equipment from the employee's Home Office, except as may be permitted by the University through written request to, and written approval from, the employee's supervisor. An employee shall be liable for the condition of University equipment beyond normal wear-and-tear.
 - 4.8.1 An employee with an Alternative Work Arrangement is expected to notify the employee's supervisor within twelve (12) hours of any University equipment failure or malfunction. In the event of such malfunction or failure, the department may, at its sole discretion, supply the employee with temporary use of alternative equipment or require that the employee return to work in-person and on University Premises.
 - 4.8.2 Equipment, supplies, and other property paid for and provided by the University to an employee for use in a Home Office is provided exclusively for the employee's use in providing remote services to

the University. It may not be used by any non-employee, including an employee's household members or guests. Employees are financially responsible for, and are liable to the University for, any lost, stolen or damaged University property because of the employee's or any other person's negligence, misuse or abuse of the University's property while the employee is working offsite/remotely.

- 4.9 While periodic visits to University Premises by an employee with a Remote Work Agreement may be required by the University, an employee with a Remote Work Agreement is not guaranteed any form of designated University office or work space.
- 4.10 A supervisor of an employee with an Alternative Work Arrangement is expected to check-in with the employee frequently on work documentation, project completion, and associated job duties. Such informal check-ins can occur in-person (if the employee works a percentage of time on University Premises each week as part of the Arrangement), via email, phone, or through virtual video conferencing. A formal virtual video conferencing check-in or in-person meeting check-in between the employee and supervisor is expected to occur on a monthly basis, similar to an in-person department staff meeting.
- 4.11 An employee with an Alternative Work Arrangement is expected to be accessible during the employee's designated work-at-home hours, as specified within the approved Alternative Work Arrangement, and as would be expected of the employee when working on University Premises. An employee remains responsible for meeting all deadlines, promptly responding to communications, and upholding high-quality work standards.
 - 4.11.1 A non-exempt staff employee with an Alternative Work Arrangement is required to utilize the University's timekeeping system to report daily work hours and submit time off requests, as if the employee is working on University Premises. See Policy 342 and Policy 352.
 - 4.11.2 An exempt staff employee with an Alternative Work Arrangement is required to utilize the University's timekeeping system to submit time off requests, as if the employee is working on University Premises.
 - 4.11.2.1 A supervisor may also require an exempt staff employee to utilize the University's timekeeping system to report daily work hours, as needed. Such a request will be documented

with Human Resources as part of the Alternative Work Arrangement application process.

- 4.11.3 An employee with an Alternative Work Arrangement does acknowledge and agree that compliance with the employee's designated work-at-home hours is a fundamental component of the Alternative Work Arrangement, requires prior written approval from the employee's supervisor to alter the designated work-at-home hours, and may only be amended upon mutual agreement by all signers of the Alternative Work Arrangement. Such changes to the employee's designated work-at-home hours will be emailed to Human Resources by the Division Head or Vice President, after all approvals have been secured.
- 4.12 In the event of the University's need to transition employees to remote work for a Temporary Work Adjustment, the University President may extend the period of the Temporary Work Adjustment on a semester-by-semester basis beyond this policy's definition of "Short-Term."
- 4.13 Upon leaving University employment, the equipment, supplies, and other property provided by the University to any employee with an Alternative Work Arrangement shall be returned to the employee's department either within two (2) business days of the University's request, upon the employee's termination of University employment, or on the expiration or revocation of the Alternative Work Arrangement, whichever date is earliest.

V. References

- 5.1 University Policy 301: Personnel Definitions
- 5.2 University Policies 321-340 (Conditions of Employment)
- 5.3 University Policies 341-370 (Compensation and Benefits)
- 5.4 University Policy 372: Corrective and Disciplinary Action
- 5.5 University Policy 401: Environmental, Occupational Health, and Safety
- 5.6 University Policies 461-470 (Information Technology)
- 5.7 Fair Labor Standards Act: <https://www.dol.gov>

VI. Procedures

- 6.1 Human Resources will establish and maintain procedures and forms

related to the implementation, approval, recordkeeping, and maintenance of any Alternative Work Arrangement.

- 6.2 Template copies of Alternative Work Arrangement applications are available on the Human Resources' website, with the actual applications available upon request by the supervisor to Human Resources.
 - 6.2.1 A Flexible Work Arrangement Application is submitted by the supervisor and requires approval from the employee, department/division head, and Human Resources before taking effect.
 - 6.2.2 A Temporary Work Adjustment Application varies in its submission and approval process, depending on the rationale and approval of the President's Cabinet for such work adjustments to be utilized by a broad number of University employees. Such applications will be made available to an employee and/or supervisor upon request from Human Resources and may be posted on the Human Resources' website during the applicable time period.
 - 6.2.3 A Remote Work Agreement Application is submitted by the supervisor and requires approval from the employee, department/division head, vice president, and Human Resources before taking effect.
- 6.3 A Remote Work Agreement is approved only on a six-month trial basis initially. During this six-month period, the employee, supervisor, and department evaluate if remote work is the best option for the employee and position beyond the trial period, with documentation collected through the formal monthly virtual video conference calls or in-person meetings. In the fifth month of the trial, the supervisor will send written confirmation to Human Resources regarding whether the Remote Work Agreement may continue through the duration of the year or whether it will end at the conclusion of the six-month trial period. Such written confirmation will be added to the application and employee's personnel file, with the employee being notified of the Agreement's continuation or termination.
- 6.4 An employee approved for a Remote Work Agreement will vacate the employee's office or workstation on University Premises within three (3) University Business Days of the Agreement being approved by Human Resources, thus allowing the office or workstation to be reassigned.
 - 6.4.1 Thereafter, should the employee need to work occasionally on University Premises, a Remote Work Agreement employee will work

with the employee's supervisor to identify a temporary workspace on University Premises, be it within an available office cubicle, a reserved conference room, etc.

- 6.4.2 An employee with an Alternative Work Arrangement shall report to the University when operational needs require and/or at the employee's supervisor's request. The employee will be given as much advance notice as is feasible under the circumstances presented.
- 6.5 A Remote Work Agreement must be reapproved at least annually by the anniversary date of the Agreement taking effect. More frequent reapprovals may occur, at either the employee's request or at the discretion of the University, and may be modified by the University at its sole discretion for any reason and at any time.
- 6.6 An employee in non-compliance with the terms of the employee's Alternative Work Arrangement, or who is found to be regularly working remotely without University approval, may have such arrangement or agreement terminated and/or be subjected to corrective and/or disciplinary action. Supervisors who allow employees to regularly work remotely without the required University forms and approval in place, or who mismanage approved arrangements or agreements, may have existing arrangements or agreements terminated, lose the ability to request future arrangements or agreements, and/or be subjected to corrective and/or disciplinary action under Policy 372.

VII. Addenda – N/A

Policy Owner: Executive Director of Human Resources
Policy Steward: Human Resources

History:
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