

UNIVERSITY of HOUSTON
MANUAL OF ADMINISTRATIVE POLICIES AND PROCEDURES

SECTION: Human Resources
AREA: Employee Relations

Number: 02.04.10

SUBJECT: Flexible Workplace Initiative

I. PURPOSE AND SCOPE

The purpose of this document is to describe the University of Houston's policy and procedure for a flexible workplace in accordance with Texas Government Code, [§ 658.010](#) and [§ 659.018](#).

II. POLICY STATEMENT

An employee of the University shall, during normal office hours, conduct agency business only at the employee's ~~regular~~[principal location](#) or assigned temporary place of employment unless the employee:

- is traveling.
- received prior written authorization from the administrative head of the employing state agency to perform work elsewhere.
- [has work responsibilities that can only be performed off-campus.](#)

An eligible employee seeking a flexible workplace arrangement must submit to his/her immediate supervisor a written request. The request must include a discussion of the employee's eligibility to participate, a proposal of a flexible workplace arrangement, proposed methods for the completion of all assigned tasks and job responsibilities ~~from a related to that~~ flexible workplace [arrangement](#), and a means of conducting job-related communications with required individuals.

Approval of a flexible workplace arrangement will be considered by the employee's immediate supervisor ~~and next level leader~~ on a case-by-case basis [as authorized by the employee's respective Vice President](#).

Arrangements for a flexible workplace must not cause or contribute to the need for additional staff or for existing staff to perform additional duties or work additional overtime hours. Such arrangements must not adversely affect the services that are provided to students, or internal or external customers of the department. The quality, quantity, and timeliness of a participating employee's work must be enhanced or maintained.

Arrangements for a flexible workplace must be reviewed [at least](#) annually to assess continued feasibility in light of any changes in work needs or service to students or internal or external customers. [The flexible workplace does not change the conditions of employment or required compliance with University policies and procedures. The availability of a flexible workplace is not intended to replace a department's regular hours of operation.](#)

The immediate supervisor ~~and/or next level leader~~ can discontinue the employee's participation in ~~the~~ flexible workplace ~~initiative~~[arrangement](#) at any time ~~and for any reason~~.

III. DEFINITIONS

- A. Alternate work locations: Approved work sites other than the employee's regularly assigned place of employment where official [universityUniversity](#) business is performed. Such locations may include, but are not limited to, employee's [hometown](#) and satellite offices.
- B. Compressed workweek: 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.
- C. Flextime: A [modified](#) 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.
- D. Job sharing: When two people share the responsibilities of one regular full-time position within a unit by each person working part-time.
- E. Regularly assigned place of employment: ([Principal Location](#)): 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.
- F. Telecommuting: The performance of normal work duties [remotely](#) 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.
- G. Work schedule: The employee's hours of work in the regularly assigned place of employment or alternate work location.

IV. EMPLOYEE ELIGIBILITY

~~To~~ [Absent extraordinary or unique circumstances, to](#) be eligible for participation in a flexible workplace arrangement, an employee must:

- A. Have been employed at the University of Houston for at least ~~one year~~ [180 days. This 180 day requirement also applies to those employees transferring to a different department or campus, unless the employee's respective Vice President allows for the earlier participation in the flexible workplace arrangement.](#)
- B. Hold a position which, according to their supervisor, lends itself to flexibility in location or schedule.
- C. Be under no disciplinary action.
- D. Have received an ePerformance rating of meets or exceeds expectations.

A non-exempt employee must maintain a 40-hour workweek. An employee who is exempt under the [Fair Labor Standards Act \(FLSA\)](#) ~~Fair Labor Standards Act (FLSA)~~ must maintain either a 40-

hour workweek or an 80-hour schedule over two consecutive workweeks. A flexible schedule does not reduce the hours that an exempt employee must work to complete the job requirements.

V. EMPLOYEE RESPONSIBILITIES

Where employees are working pursuant to a flexible workplace arrangement, **employees must:**

- A. Be responsible for making sure they have access to any resources necessary to perform any assigned activity when working from an alternate work location.
- B. Have access to a computer and telephone that they are willing to use for ~~university business.~~ University business. The remote work location must be safe and free of all hazards. The remote work location must also have access to electrical outlets, a cellular network or landline phone access, and internet connectivity.
- C. Be able to complete any task assigned in a location at which any confidential and/or sensitive information or data can be kept safe and secure. Also, understand that no confidential or proprietary information or data can be downloaded or otherwise placed or maintained on a non-University device or equipment.
- D. Be willing and able to securely dispose of any ~~secure~~ confidential and/or sensitive information.
- E. Discuss with their supervisor any change to the ~~work schedule~~ flexible workplace arrangement once it is established, including termination of ~~participation in the program~~ arrangement.
- F. Understand that all Human Resources policies apply to the flexible workplace arrangement, including whether the employee is working from home or an alternative work location or on ~~an~~ modified or alternative work schedule.
- G. Understand that all leave policies and procedures continue to apply regardless whether the work is being performed on-campus or from a remote workplace.
- H. Understand that information or data related to University business is subject to collection and review by the University.

VI. SUPERVISOR RESPONSIBILITIES

- A. Upon receipt of an employee's written request for a flexible workplace arrangement, the immediate supervisor must review the request ~~with the department head~~ to determine the employee's eligibility as authorized by the employee's respective Vice President, and evaluate department issues/needs that may be impacted by the flexible ~~work scheduling~~ workplace arrangement.
- B. Be responsible for confirming that the employee has access to any resources necessary to perform any assigned activity when working from an alternate work location.
- C. It is within the discretion of the immediate supervisor and next level leader to deny the employee's flexible workplace arrangement request in its entirety.

Where an employee is working pursuant to an approved flexible workplace arrangement, the **Managers/Supervisors must:**

- A. ~~Develop a system for assessing work done by any employee off-site or under an alternative work schedule on a flexible workplace arrangement.~~
- B. Be responsible for ensuring that the employee has adequate and appropriate safeguards in place before providing the employee with access to any confidential and/or sensitive information.
- ~~B.D.~~ Be responsible for demonstrating employee and department productivity.
- ~~C.D.~~ Be responsible for determining and monitoring eligibility for employee's participation in the program flexible workplace arrangement.
- ~~D.E.~~ Be responsible for maintaining optimal services and operation of their departments.
- ~~E.F.~~ Understand that all human resources Human Resources policies apply to the flexible workplace arrangement, including whether the employee is working from home or an alternate alternate work location or on a modified or alternative work schedule.

VII Use of Equipment

- A. Employee must use only University approved software for connecting with the University's network (VPN) from their alternate work location.
- B. Employee is responsible for providing work space, telephone, printing, networking and/or internet capabilities at their alternate work location.
 - i. Internet access must be via DSL, Cable Modem, or a current bandwidth network.
- C. Employee must always run current anti-virus software and follow University security rules, copyright laws, and procedures.
 - i. Employee must follow all other software licensing and copyright laws, as well as all precautions and requirements related to working at the alternate work location.
- D. University owned equipment and University office supplies are only to be used for official University work needs and business in accordance with University policy
 - i. Employee agrees to protect University-owned equipment, records, and materials from unauthorized or accidental access, use, modification, destruction, or disclosure.
- E. Employee understands that all equipment, records, and materials provided by the University shall remain the property of the University.
- F. No Protected Health Information or other confidential and/or proprietary information may be stored on personal electronic equipment.

VIII. PROCEDURE

- A. ~~Employees~~In consultation with the employee's immediate supervisor, employees shall submit a flexible workplace arrangement request via the applicable Flexible Work Arrangement Agreement Form.
- B. ~~The Flexible Workplace Arrangement Agreement should~~must be in writing and shall comply with the requirements of this policy and procedure, be completed and signed by the employee and the employee's supervisor and ~~next level leader and must have the approval of~~be authorized by the employee's ~~next level leader~~respective Vice President before it can be implemented.

VIII

IX. REVIEW AND RESPONSIBILITIES:

Responsible Party: ~~Senior~~ Associate Vice President for ~~Finance~~Human Resources

Review: Every ~~five years~~three years on or before August 1

IXX. APPROVAL

~~Jim McShan~~Raymond Bartlett

Senior Vice President for Administration and Finance

~~Renu Khator~~

President

Date of President's Approval: June 12, 2017, 2020

XI. REFERENCES

Texas Government Code, § 658.010 and § 659.018

Flextime Work Request for Biweekly Employees

Flextime Work Request for Monthly Employees

REVISION LOG

Revision Number	Approved Date	Description of Changes
4	01/31/2008	Initial version
Interim	09/07/2011	Interim designation based on Texas Workforce Commission audit in 04/2011. Applied revised MAPP template and added new Revision Log. Added a new Section III on Employee

		Eligibility. Rewrote entire procedure to reflect current operating requirements
2	06/12/2017	In review cycle to remove Interim designation. Changed text to "next level leader" in Section II. Removed requirement for employee's residence being a place for flexible workplace from Section II. Added Section III, Definitions. Revised Section IV.D to have ePerformance rating of meets or exceeds expectations as part of employee eligibility. Added information about Fair Labor Standards Act (FLSA) and non-exempt employees to Section IV. Removed Section VI.B. Added Section VII, Procedure. Updated titles and links as applicable. Added links to forms for Flexible Workplace to Section X

University of Houston System
Flexible Workplace Arrangement Agreement Form

I) Flexible Workplace Arrangement

- 1) This is a flexible workplace arrangement agreement between _____ (the “Department”) and _____ (“Employee”) to establish the terms and conditions for performing remote work (the “Agreement”).
- 2) This Agreement will begin on _____ and will end on _____.
The following conditions apply:
 - a) Employee’s flexible workplace schedule is _____.
 - b) Employee’s official domicile is _____.
 - c) Employee’s contact phone number is _____.
 - d) Employee’s principal location is _____.
 - e) Employee’s alternate work location is _____.
- 3) While working pursuant to the flexible workplace arrangement, Employee will:
 - a) be responsible for making sure they have access to any resources necessary to perform any assigned activity when working from an alternate work location.
 - b) remain accessible by phone or electronically at all times during the flexible workplace schedule;
 - c) be responsible for establishing effective communication among co-workers and customers and to check in with the supervisor to discuss status and open issues;
 - d) be available for teleconferences, scheduled on an as-needed basis;
 - e) request supervisor approval in advance of working any overtime hours (if employee is non-exempt)
- 4) This flexible workplace arrangement is entirely optional but requires the advanced written approval from the Employee’s respective Vice President, unless the position itself requires the work to be performed off campus. In order for the this optional flexible workplace arrangement to be possible, the Employee expressly agrees to the following:
 - a) This flexible workplace arrangement will not cause or contribute to the need for additional staff, additional duties, or the need for working overtime hours.
 - b) This flexible workplace arrangement will not adversely affect the services provided to our students, staff, or internal/external customers/stakeholders.
 - c) This flexible workplace arrangement will not negatively impact the quantity, quality, and timeliness of the work.
 - d) This flexible workplace arrangement may initiate re-distribution of my on-campus office space as deemed necessary by management.
 - e) No confidential or proprietary information or data shall be downloaded or otherwise placed or maintained on a non-University device or equipment.
 - f) Absent unique circumstances and written approval by the Employee’s respective Vice President, the Employee is responsible for any and all costs and expenses arising out of or relating to the flexible workplace arrangement.
 - g) This flexible workplace arrangement can be terminated at any time and for any reason.

II) Safety & Equipment; Information Security

- 1) Employee agrees to maintain an adequate, safe, and secure work environment, free of all hazards, and to report any work-related injuries to Employee's supervisor at the earliest reasonable opportunity. Employee also agrees to hold the University harmless for any injury or damage to third parties arising out of or relating to this Agreement, including but not limited to those occurring at the alternate work location.
- 2) Regarding space and equipment purchase, set-up, and maintenance for remote work purposes:
 - a) Unless the nature of the Employee's current position requires work from an off-campus location, the Employee is responsible for providing space, phone/cellphone access, printing, access to VPN as needed, and internet capabilities at the remote work location. Internet access must be adequate to perform the expected duties of the job.
 - b) Employee agrees to protect University-owned equipment, records, and materials from unauthorized or accidental access, use, modification, destruction, or disclosure.
 - c) Employee agrees to use only University approved software for connecting with the University's network (VPN) from their alternate work location and also to run current anti-virus software.
 - d) Employee understands that all equipment, records, and materials provided by the University shall remain the property of the University.
 - e) No Protected Health Information or other confidential and/or proprietary information shall be kept on personal electronic equipment.
 - f) Employee must follow all other software licensing and copyright laws, as well as all precautions and requirements related to working at the alternate work location.

I hereby affirm by my signature below that I have read this Flexible Workplace Agreement and understand and agree to all of its provisions.

Employee's Name, PSID, and Signature

Date

Supervisor's Name and Signature

Date

Please note this form is mandatory and should be retained in your department files.