

Article xx - Flexible Work Arrangements

All negotiations unit employees are eligible to request Flexible Work Arrangements (hereinafter “flexible work arrangement(s)”). Requests for flexible work arrangements shall not be unreasonably denied. This article shall not void any prior designated work schedules. A department may offer a flexible work arrangement based upon the nature of the work performed and departmental and/or university needs. An employee may also initiate a request for a flexible work arrangement with their supervisor. In either case, the department should enter into a University Flexible Work Arrangement, only if it is determined that the employee and the employee’s position are suitable for a flexible work arrangement.

Not all positions are suitable for flexible work arrangements. Suitability for a flexible work arrangement is based upon the operational and service delivery needs of the department, the individual employee, and the employee’s position. In all instances, consideration and approval of remote work arrangements must reflect a focus on mission, service to our students and patients, impact on the communities within which we operate, and a shared responsibility to provide an engaging, vibrant, and connected University experience for our students.

Decisions regarding suitability for flexible work arrangements including, but not limited to, types of remote work arrangements and forms of flexible work schedules shall rest with the University and shall be final.

I. Definitions

Ad Hoc: A work arrangement where employees are permitted or directed by a supervisor to work at an off-campus site, if job duties and technology resources permit such an arrangement, during circumstances such as, but not limited to, special projects or business travel. These arrangements are temporary (not to exceed 20 business days in a calendar year) and require prior approval by the direct supervisor or designee and have no expectation of continuance.

Alternate Work Location: A location other than the official University place of business from which an employee works. Such alternate work locations must (1) be in NJ, NY, PA or DE and (2) be within a reasonable commuting distance to the Assigned Work Location, as mutually agreed upon by the employee and Department Head.

Assigned Work Location: Any on- or off-campus property that is owned, occupied, leased, or used by Rutgers University at which the employee is regularly assigned to attend work. This includes all research sites and all leased indoor and outdoor spaces or spaces occupied with a user permit, license, or contract for the conduct of University business.

Compressed Workweek: A flexible work arrangement available only to those employees with fully in-person schedules. A compressed workweek schedule allows an employee to maintain a full-time schedule, but work hours are performed over less than five days per week or ten days per pay period. For example, a compressed 40-hour workweek can be four 10-hour days Tuesday through Friday and Mondays off. A compressed workweek cannot be combined with any other flexible work arrangement type.

Department Head: The person with the ultimate approval authority in the unit, or designee.

Exempt: Not subject to the overtime provisions of the Fair Labor Standards Act (FLSA). (Employee titles coded as NL, NC, and N4).

Emergency: A crisis or other emergency, including certain inclement weather events, that significantly disrupts a facility or facilities or the physical operation of a department as determined by the university.

Flexible Work Arrangement: Non-standard work arrangements that include but are not limited to Ad Hoc, Compressed Workweek, Flex Workday, Fully Remote, and Hybrid.

Flex Workday: A work schedule whereby an employee works a standard workweek but with start and end times that differ from the regularly scheduled workday. This may include a split schedule where an employee works a full workday in two or more periods (e.g., 9 AM-12 PM and 3 PM-7:30 PM)

Fully Remote: A work arrangement whereby an employee performs job responsibilities at an Alternate Work Location for all scheduled workdays in a workweek. Such alternate work locations must (1) be in NJ, NY, PA or DE and (2) be within a reasonable commuting distance to the assigned work location, as mutually agreed upon by the employee and Department Head. In this work arrangement an employee may be scheduled to work remotely regularly but also required, at times, to attend meetings or work from an on-campus work site as directed by a supervisor or as operationally necessary. Fully remote work arrangements may only be considered under extraordinary circumstances for a period not to exceed one year with the potential for yearly renewals.

Hours Worked: For fixed workweek staff; hours are computed by adding all hours actually worked during the workweek plus any paid time off, such as vacation and sick time, except as modified by collective negotiations agreements.

Hybrid: A work arrangement where an employee is both regularly scheduled to work at an assigned work location for a minimum number of days during a workweek and at an alternate work location for the remaining scheduled workdays in a workweek.

Non-exempt: The employee's position is subject to the overtime provisions of the Fair Labor Standards Act (FLSA). (Employee titles coded as 35, NE, and 40).

Standard Hours Workweek: The standard hours for work in a workweek are set forth in University Policy 60.3.14, University Policy 60.9.27, and/or the appropriate collective negotiations agreements.

II. Remote Work

A. Types of Remote Work Arrangements:

Remote work shall be scheduled as follows:

1. **Ad Hoc:** A work arrangement where employees are permitted or directed by a supervisor to work at an off-campus site, if job duties and technology resources permit such an arrangement, during circumstances such as, but not limited to, special projects or

business travel. These arrangements are temporary (not to exceed 20 business days in a calendar year) and require prior approval by the direct supervisor or designee and have no expectation of continuance.

2. Hybrid:

a. 1-2 Remote Workdays: A Department Head, or designee, may approve a work arrangement where an employee is both regularly scheduled to work at an assigned work location for a minimum of 3 days during a workweek and regularly scheduled to work at an alternate work location for a maximum of 2 days during a workweek. Employees must live in NJ, NY, PA, or DE and within a commutable distance to the employee's Assigned Work Location to participate in a hybrid work arrangement.

b. 3-4 Remote Workdays: Subject to Department Head, or designee, and approval from the appropriate Cabinet Officer, a work arrangement will be permitted where an employee is both regularly scheduled to work at the employee's assigned work location for less than 3 days during a workweek and regularly scheduled to work at an alternate work location for more than 2 days during a workweek. Employees must live in NJ, NY, PA, or DE and within a commutable distance to the employee's Assigned Work Location to participate in a hybrid work arrangement.

3. **Seasonal:** Remote work arrangements may be modified in accordance with the seasonal business needs of the department for a period not to exceed three (3) months each fiscal year with the potential for yearly renewals.

4. **Emergency:** Remote work that is precipitated by a crisis or other emergency, that significantly disrupts a facility or facilities, or the physical operation of a department as determined by the university. When needed to achieve business continuity and to maintain critical functions, operations, and services, remote work arrangements may be established during an emergency as defined in Section I above until normal operations can be restored at the Assigned Work Location or until a different Assigned Work Location is designated by the university.

5. **Fully Remote:** The appropriate Cabinet Officer and Senior Vice President of Human Resources may approve a fully remote work agreement for a period not to exceed one year and may be renewable on a yearly basis. These employees perform job responsibilities at an alternate work location in NJ, NY, PA, or DE within a commutable distance to the employee's assigned work location. In this work arrangement an employee may be scheduled to work remotely regularly but also required, at times, to attend meetings or work from an on-campus work site as directed by a supervisor or as operationally necessary.

B. Effect on Employee's other Terms and Conditions of Employment

In all cases, remote work arrangements are revocable and can be discontinued at any time when it is in the judgment of the department or the university that it is in the best interest of the University to do so. Departments should give a minimum of 14 calendar days' notice of discontinuance unless extenuating circumstances make such notice impracticable.

Remote work does not change an employee's terms and conditions of employment, including required compliance with or the application of University policies. Additionally, an employee's compensation and/or benefits do not change as a result of a remote work arrangement.

C. Effect on Employee's Leave

Remote work is not intended to circumvent any leave that an employee has requested and is entitled to pursuant to State and/or federal law, University policy, or prevailing collective negotiations agreements.

D. Alternate Work Location

The alternate location from which an employee works remotely should be a predetermined site, such as a home office, and should have a fixed work area that will provide the employee with adequate access to the tools necessary for remote work, such as a telephone, computer, internet connection, etc.

The alternate work location must be within an environment that is free of disruptions and provides the appropriate level of privacy when discussing confidential or sensitive matters.

A supervisor or other appropriate University official may arrange to visit the alternate work location both prior to and after a flexible work arrangement has been approved if there are worksite-related concerns.

Employees with approved remote work arrangements should not hold business visits or in-person meetings with professional colleagues, customers, or the public at alternate work sites; exceptions to this provision must be approved in advance by the department.

A remote work arrangement does not convert the alternate work location into a University place of business.

E. Equipment, Costs, and Expenses

Except as set forth below, employees must provide their own computer, telephone, telephone service, internet connection, and any other equipment necessary to facilitate the remote work arrangement, unless otherwise expressly agreed to and approved. The University does not assume responsibility for the cost of employee-provided equipment or its repair or service.

The University will supply IT equipment, non-IT equipment, and office supplies, at its discretion, only for the employee's primary Assigned Work Location, be it on-campus or remote. The University will not reimburse employees for out-of-pocket expenses for

materials and supplies that are normally available at the employee's assigned work location. Any additional equipment is the responsibility of the employee. There will be no reimbursement for printing, cell phone, internet or home-office furniture set up. Except as provided above, all costs, whether relating to the initial set-up or the maintenance of an alternate work location, will be borne by the employee. The University does not assume responsibility for operating costs, home maintenance, or other costs incurred by employees in the use of their homes or other alternative work locations.

Departments are not prohibited from using University funds for reasonable expenses that are necessary to facilitate the remote work arrangement, if there is a legitimate business need and adequate funding exists. Such expenses must be consistent with existing University policies regarding purchasing and business expenditures and equitable across employee groups.

When available, and at its discretion, departments may issue University-owned equipment to an employee for use in remote work arrangements; however, the equipment is to be used only by the employee to perform authorized University business. When University-owned equipment is issued to an employee for remote work, the employee is responsible for protecting it from theft, damage, and unauthorized use. University-issued equipment used in the normal course of employment will continue to be supported by the department. Employees must utilize all equipment in accordance with all University and OIT Policies and Procedures.

F. Accountability and Availability

In general, remote work should not change the regular days and hours that an employee is expected to be working. All employees working remotely are required to submit an application in an approved university system detailing workdays, hours, and location, and must receive approval prior to commencing their remote work schedules. Such arrangements must be revisited and approved on a yearly basis. If it is found that an employee is not performing work during the remote work hours, or is not at their designated Alternate Work Location during remote work hours, their flexible work agreement can be revoked.

An employee with an approved remote work arrangement shall be available for communication and contact during the scheduled workday, regardless of work location. An employee with an approved remote work arrangement shall report to the regularly assigned work location on non-remote workdays. In addition, supervisors may require that on a regular remote workday an employee must report to the regularly assigned work location or elsewhere as needed for work-related meetings or other events. In that event, the supervisor should give the employee as much notice as is practicable.

Employees with approved remote work arrangements must adhere to the established standards and protocol relating to information protection, security, and technology. Failure to adhere to the standards and protocol may result in revocation of the University Remote Work Agreement and appropriate disciplinary action.

G. Assessment

Certain adaptations may be necessary in how supervisors communicate expectations and assignments, and provide ongoing assessment and feedback, due to the fact that the employee with approved remote work arrangement is not always physically present in the regular Assigned Work Location. The supervisor and the employee with approved remote work arrangement should agree upon a workable means for delivering such information, such as regular meetings or status emails. Likewise, supervisors should also review and/or revise the criteria that will be utilized for annual performance appraisals where applicable. Such criteria should be clearly defined and measurable in terms of quantity, quality, or time to complete.

III. Flexible Work Schedules

The definitions for all terms utilized in this section are the same as those utilized in the Definitions section above unless otherwise noted.

A. Forms of Flexible Work Schedules

1. Flex Workday

The features of a Flex Workday are as follows:

- a. A variable daily schedule with a pre-defined start and end time that may differ from the regularly scheduled workday but revolves around a fixed number of hours, which may vary by employee; or
- b. A split schedule whereby an employee works a full workday with a specific number of hours in two or more periods; and
- c. A meal break of at least thirty (30) consecutive minutes.

2. Compressed Workweek

a. Features of a Compressed Workweek

- i. A regularly-repeating weekly, or bi-weekly, schedule that is shorter than five uniform and consecutive days in one workweek, or ten uniform and consecutive days in two workweeks, respectively;
- ii. A regular workweek (e.g., 35, 37.5 or 40 hours) that is executed over the shortened period of time so that there are fewer but longer days in the new workweek(s);
- iii. A workday that is for a specific number of hours, not including a meal break, during which the employee must be at work;
- iv. A meal break of at least thirty (30) consecutive minutes; and
- v. One regularly-scheduled day off that the employee receives as a result of the compression of the workweek(s). The regularly scheduled day off may be any day during such workweek(s),

mutually agreed upon by the employee and their supervisor, which shall repeat with regularity.

b. Examples of Compressed Workweek Arrangements

i. 4&1 Compressed Workweek Arrangement: In a 4&1 Compressed Workweek Arrangement, the employee will work four (4) days and receive one (1) regularly scheduled day off in each workweek.

An employee who is in a 35-hour per week position and who is placed on a 4&1 Compressed Workweek Arrangement will work four 8.75 days per workweek.

An employee who is in a 37.5-hour per week position and who is placed on a 4&1 Compressed Workweek Arrangement will work four 9.38-hour days per workweek.

An employee who is in a 40-hour per week position and who is placed on a 4&1 Compressed Workweek Arrangement will work four 10-hour days per workweek.

ii. 9&1 Compressed Workweek Arrangement: In a 9&1 Compressed Workweek Arrangement, the employee will work nine (9) days and receive one (1) regularly scheduled day off in every two consecutive workweeks. A 9&1 Compressed Workweek Arrangement must correlate with an employee's pay period as defined in the Definitions section above. A 9&1 Compressed Workweek Arrangement is not available to overtime-eligible employees.

NL employees: NL employees have a minimum average workweek of 37.5 hours. Accordingly, an NL employee who is placed on a 9&1 Compressed Workweek Arrangement will work nine days of at least 8.33 hours per two consecutive workweeks.

N4 employees: N4 employees are required to work a minimum of 40 hours per workweek because their primary function is to directly supervise non-exempt, 40-hour, fixed workweek employees. Accordingly, an N4 employee who is placed on a 9&1 Compressed Workweek arrangement will work nine 8.9- hour days per two consecutive workweeks.

B. Flexible Work Arrangements for Part Time Employees

Compressed Workweek and Flex Workday Arrangements can be implemented for part-time employees by following the same guidelines set forth in section A above, prorated according to the employee's part-time percentage.

C. Holidays and other Paid Leave Days

1. The value of a holiday or paid leave day is equal to 1/5 of the employee's regular workweek.

2. If a holiday falls, or paid leave day is taken, on an employee's regularly scheduled day of work, the employee shall receive the day off. If due to the Compressed Workweek Arrangement the length of the employee's workday is greater than the value of the holiday or paid leave day, the difference must be charged to another form of time or to leave without pay.

3. If a holiday falls on an employee's regularly scheduled day off, the employee shall receive an alternate day off within the same workweek. If due to the Compressed Workweek Arrangement the length of the employee's workday is greater than the value of the holiday, the difference must be charged to another form of time or to leave without pay.

4. If an employee is directed to work on a holiday, the employee shall receive pay for the holiday. Additionally, if non-exempt, the employee shall receive time-and-one-half premium pay for all hours worked on such holiday.

5. Current University policies for recording holiday time remain applicable.

IV. Process

Approval of flexible work arrangements must follow the established processes as set forth by the University.

If an employee's request for a flexible work arrangement is denied, a written explanation shall be provided to the employee along with the notice of denial. The Department Needs Assessment and Team Agreement may serve as the written explanation.

If a flexible work arrangement request cannot be supported given the results of the Department Needs Assessment and Teams Agreement, an employee may still submit the request into the Flexwork@RU System. The employee must attest to understanding the department operational needs, wants to submit a request based on specific circumstances, and provides supporting details for the request in the Flexwork@RU System. Department Heads will need to review the application and make a determination if the flexible work arrangement can be supported based on the additional details provided by the employee.

Any requests for a reasonable accommodation must be submitted to the Office of Employment Equity in University Human Resources.

A University Flexible Work Agreement may be discontinued by either the employee or the department upon written notice via email or some other method. Departments should give a minimum of fourteen (14) calendar days' notice of discontinuance unless extenuating circumstances make such notice impracticable. The employee should give as much notice as is reasonably necessary to facilitate resumed reporting to the work location.

V. This Article supersedes and replaces any current and existing articles in the signatories' collective negotiations agreements related to flexible work arrangements (if any), including but not limited to flexible work schedules and remote work.

VI. Dispute Resolution

Grievances alleging a violation of a University or Department's substantive determination under this Article shall be concluded at the step of the grievance procedure with the Office of University Labor Relations as set forth in the applicable collective negotiations agreement and shall not be eligible for arbitration. If a grievance alleging a violation of the definitions or processes of this Article proceeds to arbitration, an arbitrator's remedial authority is limited to directing the University to comply with this Article's definitions and processes.

Agree:

Harry Agnostak

Date:

Julie Cartegna-Jones

Date:

Vivian Fernández

Date:

Agree:


Patrick Nowlan (Feb 4, 2024 11:21 EST)

AAUP-AFT-EOF

Date: 02/04/2024


Kathleen Hernandez (Feb 1, 2024 11:01 EST)




CWA 1031

Date: 02/01/2024



HPAE 5089

Date: 01/30/2024

| | | |
|-----|--------------------|--|
| 346 | _____ |  _____ <small>Ryan Novosielski (Feb 4, 2024 05:14 EST)</small> |
| 347 | Abbe Kanan | HPAE 5094 |
| 348 | | |
| 349 | Date: _____ | Date: 02/04/2024 _____ |
| 350 | | |
| 351 | _____ |  _____ <small>Judith O'Hea (Feb 4, 2024 12:55 EST)</small> |
| 352 | Jeff Maschi | HPAE 5094 |
| 353 | | |
| 354 | Date: _____ | Date: 02/04/2024 _____ |
| 355 | | |
| 356 | _____ |  _____ <small>Christine O'Connell (Feb 4, 2024 12:18 EST)</small> |
| 357 | Chris Zigre | URA-AFT |
| 358 | | |
| 359 | Date: _____ | Date: 01/30/2024 _____ |