

## **Flexible Work Arrangement Terms and Conditions**

### **General Terms**

1. The ability to participate in a flexible work arrangement is not an entitlement and is granted on a case-by-case basis by the supervisor and approved by the Director.
2. While on a flexible work arrangement, the employee's job responsibilities and standards of performance remain the same as when working a traditional schedule. The quantity, quality and timeliness of my work are expected to be maintained or enhanced.
3. The flexible work arrangement may be evaluated on an ongoing basis to ensure that employee's work quality, efficiency, and productivity are not compromised.
4. The employee agrees to and follows the agreed upon work schedule and correctly document work hours.
5. This agreement should be assessed for any potential change to benefits eligibility prior to signing.
6. Managers will continue to conduct performance evaluations for employees on an annual basis.
7. The employee will request manager approval in advance of working any overtime hours and will request manager approval to use vacation, sick, or other leave in the same manner prior to the flexible work arrangement.
8. If the flexible work arrangement is being requested as an accommodation under the provisions of the Americans with Disabilities Act Amendments Act (ADAAA), it must first be reviewed and approved by The Office of Inclusion and Equity. Their office may be reached at 512-471-1849 or [equity@utexas.edu](mailto:equity@utexas.edu).
9. Eight hours is the maximum number of holiday hours that may be applied to a scheduled workday. If the employee's scheduled workday is greater than eight hours (e.g. 10 or 12-hour shifts) the employee must use other paid leave to account for the difference in hours. If the holiday falls on an employee's scheduled day off, the holiday hours will count toward the calculation of state compensatory time. The employee may use earned state compensatory time pursuant to compensatory time off guidelines.
10. Flexible work schedules may be temporarily adjusted to have employees meet critical deadlines or attend important meetings.
11. Flexible work arrangements are not considered permanent and may end at any time due to performance concerns, organizational needs or team structural changes. Generally, the supervisor or the employee should give at least 30 days' notice in advance of ending or changing an arrangement, business needs permitting.
12. This flexible work arrangement agreement is subject to the Rules and Regulations of the UT System Board of Regents and all of the policies and rules of UT System and UT Austin, including UT Austin Handbook of Operating Procedures. The agreement is not an employment contract and does not explicitly or implicitly guarantee nor imply permanent employment with the University.
13. The University reserves the right to temporarily suspend, alter or terminate the flexible work arrangement agreement without a notice period for any violations of University policy; a violation of

the conditions of the agreement; when there is a relevant change in university policy or law; if the business needs change; or if service or performance is impaired.

### **Teleworking Terms**

1. While teleworking, the employee will remain accessible during the approved teleworking schedule, be available for teleconferences scheduled on an as-needed basis, and be available to come into the office if a business need arises. The employee will be reachable at all times by phone, chat, text or email, as if working in the office.
2. The employee will keep team members informed of telework days or time not available and out of the office.
3. The employee will let the supervisor know as soon as possible if the schedule needs to flex during the day or week.
4. If the regularly assigned place of employment is out-of-state, the employee must contact University Payroll Services (512-471-5271, [payroll@austin.utexas.edu](mailto:payroll@austin.utexas.edu)) to determine taxing jurisdiction and how payroll taxes will be remitted to taxing jurisdiction. Also, the supervisor will contact Human Resources to ensure the University complies with appropriate work rules and State laws regarding employment in that State.
5. The employee agrees to maintain a safe, secure, and ergonomic work environment.
6. The employee must immediately notify his or her supervisor in case of an on-the-job injury.
7. The University assumes no liability for injury at the remote work site to any other person who would not be in the work area if the duties were being performed at the employee's regular place of employment.
8. The employee agrees to allow appropriate University administration personnel to inspect the employee's designated remote workplace location at mutually agreed upon times to ensure that safe and appropriate working conditions exist.
9. Regarding space and equipment purchase, set-up, and maintenance for telecommuting purposes:
  - a. The employee is responsible for providing space, telephone, printing, networking and/or Internet capabilities at the telecommute location, and shall not be reimbursed by the employer for these or related expenses.
  - b. The employee agrees to protect University-owned equipment, records, and materials from unauthorized or accidental access, use, modification, destruction, or disclosure. The precautions described in this agreement apply regardless of the storage media on which information is maintained, the locations where the information is stored, the systems used to process the information, or the process by which the information is stored. The employee agrees to comply with the [ISO policies, standards and guidelines](#).
  - c. The employee agrees to report to Employee's supervisor any incidents of loss, damage, or unauthorized access to data and materials at the earliest reasonable opportunity.
  - d. The employee understands that all equipment, records, and materials provided by the University shall remain the property of the University.
  - e. The employee will be responsible for any damage done to his/her personally-owned equipment used under this agreement, or that results due to telecommuting.

- f. The employee is responsible for equipment that is lost, stolen, or damaged because of the employee's negligence, misuse, or abuse.
- g. The employee agrees to return University-owned equipment, records, and materials immediately upon termination of this agreement. Within five days of written notice, the employee must return University-owned equipment for inspection, repair, replacement, or repossession.