

Title/Subject: **FLEXIBLE WORKSITE**

Applies to: faculty staff students student employees visitors contractors

Effective Date of This Revision: July, 2022

Contact for More Information: Human Resources

Board Policy Administrative Policy Procedure Guideline

BACKGROUND:

CMU's Mt. Pleasant location is a residential campus; our students thrive in a living/learning environment robust with vitality. Nurturing a strong sense of community, living productively among others, and fostering rewarding relationships are foundational to CMU's mission, vision, and learning goals. Our stewardship as a public institution and our service to CMU students call upon us to ensure offices are welcoming and responsive. CMU work locations must be appropriately staffed to effectively accomplish our mission and vision. It is generally expected that the regularly assigned CMU place of employment is in-person, on-campus.

However, recognizing a wide range of roles and responsibilities fulfilled by employees, circumstances may arise in which an alternate work arrangement may be used to optimally balance the needs of the university and an employee and/or work team. The roles and functions of some employees will always require physical presence and standard schedules. However, many others may use flexible schedules and remote work principles to meet objectives efficiently and effectively. Such alternate arrangements might include Alternative Work Schedules https://www2.cmich.edu/office_president/general_counsel/Documents/p04030.pdf or, as described in this policy, a Flexible Worksite.

PURPOSE:

This policy establishes uniform guidance and outlines a procedure to ensure a consistent approach by which a Flexible Worksite is developed and implemented. A Flexible Worksite can benefit both the university and the Employee by promoting agility, attracting and retaining Employees, supporting an effective work/life balance, supporting institutional sustainability, and enhancing engagement and productivity.

DEFINITIONS:

Employee: CMU staff, including temporary staff and student employees, regularly assigned to work in-person at a location in the U.S. with an established physical CMU owned/leased worksite, such as a program center located in a CMU owned/leased building or on a military installation. This policy also applies to staff employees for whose work CMU does not provide a physical CMU owned/leased worksite yet requires the work to be performed in that specific location (for example, admissions/student recruitment in Chicago yet CMU does not own/lease office space in Chicago).

Flexible Worksite Arrangement: For purposes of this policy, Flexible Worksite Arrangements are a management/employee agreement stipulating an authorized work option that allows Employees the flexibility of an alternate

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worksite (“Flexible Worksite”) to the regularly assigned in-person physical CMU owned/leased worksite.

Flexible Worksite Agreement: An Agreement approved by the supervisor, Senior Manager and division head, signed by the Employee, and reviewed by Human Resources, that defines the work arrangement and memorializes the Flexible Worksite expectations, time limits, and the terms and conditions of the Flexible Worksite Arrangement.

Senior Manager: All Senior Officers and director-level positions who report directly to a division head or the President.

POLICY:

Applicability

This policy applies to Employees regularly assigned to work in-person at a location in the U.S. with an established physical CMU owned/leased worksite, such as a program center located in a CMU owned/leased building or on a military installation. This policy also applies to Staff employees whose work CMU requires be performed in a specific location yet CMU does not provide a regularly assigned in-person physical CMU owned/leased worksite (for example, admissions/student recruitment in Chicago yet CMU does not own/lease office space in Chicago).

The university shall permit Flexible Worksite Arrangements based on the nature of the work being performed, specific job responsibilities, work assignments, equipment required, the Employee’s work performance, and other business considerations. Determination of the necessity of such an arrangement is the responsibility of the supervisor and leadership chain-of-command, and within management’s discretion, and each request will be individually assessed. Supervisors may need to adjust Agreements based on balancing flexible options for other employees in the department. Seniority within the department or university is not a determining factor on whether an Employee is approved for a Flexible Worksite Arrangement.

Employees cannot use the approval of a Flexible Worksite Arrangement for another Employee as justification to approve their own request. Each request will be assessed on a variety of factors such as the position, the Employee’s performance and skills, and the specific operational and customer needs of the department.

A Flexible Worksite Arrangement is not an organization-wide benefit that is available to all Employees, nor is it appropriate for all Employees and jobs, nor all Employees in the same or similar jobs, and should be considered on a case-by-case basis. Flexible Worksite Arrangements are neither an Employee right nor an Employee benefit; it is a management option for an alternate work arrangement. In rare situations, this policy may apply to Student Employees based on their job responsibilities.

Exclusions

This policy does not apply to:

- 1) Approved short-term, temporary situations where work may be performed remotely, for example: as a result of quarantine requirements or other unplanned circumstances. Temporary alternate worksite arrangements for Employees are to be handled on a case-by-case basis on a departmental level and shall be granted at the discretion of the appropriate supervisor.
- 2) Remote work that may be required as a result of state or federal mandates.

Flexible Worksite Location

For Employees regularly assigned to work in-person at a location with an established physical CMU owned/leased worksite, Flexible Worksites must be located in Michigan or in another state within the U.S. with an established physical CMU owned/leased worksite, such as a program center located in a CMU owned/leased building or military installation. Employees hired to a temporary assignment located outside of Michigan must be hired through an external temporary employment agency.

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Any changes to the approved Flexible Worksite location must be approved in advance and include how the Employee will meet confidentiality and other requirements of this policy in the new location. Changes should be documented with appropriate approvals from the supervisor through the division head before implementation.

Employees participating in a Flexible Worksite Arrangement are responsible for establishing a work environment free of interruptions and distractions that would affect performance and professional workplace conduct. A Flexible Worksite Arrangement is not designed to be a substitute for active dependent care.

The University may require a physical inspection of the Flexible Worksite prior to final approval to ensure the environment meets policy requirements, University information security requirements, and other applicable standards.

Terms and Conditions of Employment

A Flexible Worksite Arrangement is voluntary, and participation does not alter an Employee's responsibilities or working relationship with the university, nor does it relieve an Employee from the obligation to observe all applicable university and departmental rules, policies, and procedures.

All existing terms and conditions of employment, including but not limited to the job duties and responsibilities, salary, benefits, vacation, sick leave, and overtime, etc. remain the same as if the Employee were working at a regularly assigned in-person physical CMU owned/leased worksite.

Flexible Worksite Agreement

A Flexible Worksite Agreement is specific to the department, supervisor, and position held at the time the Agreement is entered into; it does not follow the Employee if they move to another position, department, or supervisor.

If a Flexible Worksite Arrangement is supported by the supervisor, a Flexible Worksite Agreement is required and must be approved by the supervisor, senior manager, and division head, signed by the Employee, and reviewed by Human Resources prior to the Employee working from the Flexible Worksite.

A Flexible Worksite Agreement may not be modified by the Employee without written consent from their supervisor. A supervisor may modify an approved Flexible Worksite Agreement to meet operational needs. Any modification, including a change of Flexible Worksite location, should be specified in writing and approved by the division head. Any modifications to the original Agreement may require a new Agreement.

For Employees whose Flexible Worksite is an alternative to a regularly assigned in-person physical CMU owned/leased worksite, it is required that departments and senior managers review Flexible Worksite Agreement annually, to determine if the arrangement should continue. In some cases, a pre-arranged time limit shorter than one year may be set for such a review. Agreements are not implied to be permanent by either party. For Employees whose work CMU requires be performed in a specific location and CMU does not provide a regularly assigned, in-person physical CMU owned/leased worksite, Agreements need only be reviewed when modifications to the Agreement are necessary.

Termination of Agreement

A supervisor, after consulting with their senior manager, may terminate a Flexible Worksite Agreement if the supervisor determines that the arrangement is no longer consistent with the department's obligations or if the Employee is not meeting performance expectations. A supervisor has the discretion to terminate a Flexible Worksite Agreement with an Employee that was entered into under a former supervisor.

The supervisor must notify Human Resources prior to terminating (including non-renewal of) a Flexible Worksite Agreement. Termination of the Agreement means the Employee is no longer permitted to work at the Flexible Worksite; it does not, by itself, terminate the employment relationship.

If a Flexible Worksite Agreement is being terminated or is not being renewed, supervisors shall make every effort to provide the Employee with a minimum of two weeks' notice of the change in work location. If the Flexible Worksite Agreement is

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terminated due to poor performance, the arrangement may be terminated immediately, and additional steps may need to be taken to address the performance concerns. Supervisors must work with Human Resources if the termination of the Flexible Worksite Agreement will impact the employment relationship (for example, when the Employee does not have a regularly assigned in-person physical CMU owned/leased worksite).

Employees may request to terminate the Flexible Worksite Agreement with at least two weeks' notice.

Liability & Costs

The university shall not be liable for damages to the Flexible Worksite. The university shall not be responsible for the cost of utilities or maintenance, renovation or creation of the designated workspace and associated equipment, unless the university, in its sole discretion and as approved by the division head, specifically elects to cover certain job-related expenses.

The Employee is responsible for observing any municipal zoning ordinances or insurance requirements, and for maintaining any required homeowner's insurance regulating the performance of work at home for purposes of the Agreement. The university shall not be responsible for the cost of compliance with zoning or insurance coverage.

The Employee's residence or any aspect of their personal property shall not be used for physically meeting or conducting business with CMU employees, students, or other individuals.

Work Hours/Performance

Supervisors are responsible for monitoring hours worked and work performance and holding the Employee accountable just as they would do when working at the regularly assigned in-person physical CMU owned/leased worksite.

The Employee must ensure they meet their work and work schedule responsibilities in the same way and quality they would if they were working in an on-campus work environment, and they must demonstrate they understand the importance of the obligations the university has to our students, community and other stakeholders. Employees must be available during all established work hours. The Employee must agree that non-work responsibilities shall not compete with work responsibilities except in the case of an emergency. In such situations, the Employee will consult with the supervisor regarding the circumstances and resolution.

Performance must remain satisfactory to remain engaged in a Flexible Worksite Arrangement. Employees regularly assigned to work in-person at a physical CMU owned/leased worksite will not be allowed to continue to engage in a Flexible Worksite Arrangement while on a Performance Improvement Plan or if any other disciplinary actions have been taken while the Arrangement is in place.

Departmental requirements take precedence, and the supervisor reserves the right to temporarily or permanently rescind the Agreement. The supervisor has the right to require an Employee to be present in-person at the regularly assigned in-person physical CMU owned/leased worksite (or other designated location) on a day the Employee is scheduled for a Flexible Worksite Arrangement. This requirement may be scheduled in advance, such as part of the Employee's normal schedule and/or during peak times; or may also be required due to an unexpected or urgent need.

The Employee will bear the cost of transportation when required to report to work at the regularly assigned in-person physical CMU owned/leased worksite.

Workplace Safety and Security

The Employee is responsible for maintaining a safe and secure environment. A designated workspace should be maintained as the primary Flexible Worksite free from safety hazards and other dangers. The Employee must verify that the Flexible Worksite provides a workspace that is ergonomically correct, safe, and free from hazards.

The Employee agrees to report immediately to their supervisor any personal injury incurred while performing work at the Flexible Worksite. In addition, the Employee or supervisor must call Worker's Compensation (989-774-7177) immediately and follow the appropriate procedure.

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Technology, Equipment, Confidentiality, and Security

The Employee is responsible for adequate internet and phone service when working at a Flexible Worksite. Supervisors will determine the equipment that will be provided to those on Flexible Work Arrangements, as approved by the division head.

The Employee must ensure that all confidential information is protected and secured as outlined in:

Responsible Use of Computing Policy https://www2.cmich.edu/office_president/general_counsel/Documents/p03031.pdf

Data Stewardship Policy https://www2.cmich.edu/office_president/general_counsel/Documents/p03030.pdf

Information Security Policy https://www2.cmich.edu/office_president/general_counsel/Documents/p03042.pdf

and all other applicable CMU policies and procedures that protect records from unauthorized disclosure and damage. Any devices capable of data storage and transmission must meet current encryption and other security protocols as outlined by CMU. The supervisor and senior manager will utilize CMU's procurement protocols to obtain necessary hardware and software in the event such items are needed to support the Employee under the Agreement.

Employees must maintain the confidentiality and security of university information, ensuring compliance with FERPA, HIPAA, and all other relevant policies and federal and state regulations. Breaches of information confidentiality or security, whether intentional or unintentional, must be reported promptly.

Violation of Policy

An Employee who works from a non-approved alternate work location without having a Flexible Worksite Agreement in place is in violation of this policy and shall be subject to discipline up to and including termination, subject to the terms and conditions of the relevant collective bargaining agreement or handbook.

PROCEDURE:

Three forms are necessary for the process of requesting a Flexible Worksite Arrangement:

- Flexible Worksite Request Form (completed by Employee)
- Flexible Worksite Checklist (completed by supervisor)
- Flexible Worksite Agreement (completed by both Employee and supervisor)

1. Employees whose job duties may be performed from a remote location may request to be considered for a Flexible Worksite Arrangement. Employees must complete a Flexible Worksite Request Form and discuss their interest with their immediate supervisor, explaining the nature of the Arrangement and the extent of the work that may be completed remotely.
2. Prior to approving a Flexible Worksite Agreement, a supervisor must consider the Request Form and determine whether a Flexible Worksite Arrangement would be mutually beneficial to the Employee and the university by completing a Flexible Worksite Checklist considering department/operation needs, position and Employee suitability, remote work environment suitability, impact on students, coworkers, and the public including onsite coverage and any other concerns that may impact service and productivity.

If the request is initially approved by the immediate supervisor, the Employee and the supervisor will complete a Flexible Worksite Agreement. The Agreement is not considered approved until all required signatures have been secured. The Employee will sign the document after the division head has approved and signed.

3. The supervisor will then review and discuss the completed forms (Flexible Worksite Request Form, Flexible Worksite Checklist, and the Flexible Worksite Agreement) and the proposed Arrangement with the chain of command, including the Senior Manager.

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4. If the Senior Manager approves and signs the Agreement, the Senior Manager submits the documents to the division head for review, discussion, and approval.
5. If the Agreement is approved and signed by the division head, the supervisor may then review and discuss the Flexible Worksite Agreement with the Employee. If Employee signs the Agreement, the supervisor shall submit the completed Flexible Worksite Request Form, Flexible Worksite Checklist and Flexible Worksite Agreement to Human Resources (HR) for review.
6. After HR reviews the documents, HR will provide a final signed copy of the Agreement to the supervisor, the Employee, and the Senior Manager. Copies will be retained in the Employee's personnel file.
7. Requests that are **not** supported/approved will be communicated to the Employee by the supervisor. A copy of the initial request and documented rationale for the decision must be retained by the supervisor.
8. All Flexible Worksite Arrangements must have a signed Agreement in place and on file with Human Resources. Agreements for Employees with a regularly assigned in-person physical CMU owned/leased worksite must be reviewed by the supervisor and the Employee at least annually to determine whether the Arrangement should continue and/or what, if any, changes to the Agreement should be made.

*Central Michigan University reserves the right to make exceptions, modify or eliminate this policy.
This document supersedes all previous policies, procedures and directives relative to this subject.
Please refer questions or concerns to the Originating Department*