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2 **Article xx - Flexible Work Arrangements**

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

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

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

20 **I. Definitions**

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

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

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

35 **Compressed Workweek:** A flexible work arrangement available only to those employees
36 with fully in-person schedules. A compressed workweek schedule allows an employee to
37 maintain a full-time schedule, but work hours are performed over less than five days per
38 week or ten days per pay period. For example, a compressed 40-hour workweek can be four
39 10-hour days Tuesday through Friday and Mondays off. A compressed workweek cannot be
40 combined with any other flexible work arrangement type.

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

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

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

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

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

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

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

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

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

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

73 **II. Remote Work**

74
75 **A. Types of Remote Work Arrangements:**

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77 Remote work shall be scheduled as follows:

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

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

84
85 **2. Hybrid:**

86
87 a. 1-2 Remote Workdays: A Department Head, or designee, may approve a work
88 arrangement where an employee is both regularly scheduled to work at an assigned work
89 location for a minimum of 3 days during a workweek and regularly scheduled to work at
90 an alternate work location for a maximum of 2 days during a workweek. Employees must
91 live in NJ, NY, PA, or DE and within a commutable distance to the employee's Assigned
92 Work Location to participate in a hybrid work arrangement.

93
94 b. 3-4 Remote Workdays: Subject to Department Head, or designee, and approval from
95 the appropriate Cabinet Officer, a work arrangement will be permitted where an
96 employee is both regularly scheduled to work at the employee's assigned work location
97 for less than 3 days during a workweek and regularly scheduled to work at an alternate
98 work location for more than 2 days during a workweek. Employees must live in NJ, NY,
99 PA, or DE and within a commutable distance to the employee's Assigned Work Location
100 to participate in a hybrid work arrangement.

101
102 **3. Seasonal:** Remote work arrangements may be modified in accordance with the seasonal
103 business needs of the department for a period not to exceed three (3) months each fiscal
104 year with the potential for yearly renewals.

105
106 **4. Emergency:** Remote work that is precipitated by a crisis or other emergency, that
107 significantly disrupts a facility or facilities, or the physical operation of a department as
108 determined by the university. When needed to achieve business continuity and to
109 maintain critical functions, operations, and services, remote work arrangements may be
110 established during an emergency as defined in Section I above until normal operations
111 can be restored at the Assigned Work Location or until a different Assigned Work
112 Location is designated by the university.

113
114 **5. Fully Remote:** The appropriate Cabinet Officer and Senior Vice President of Human
115 Resources may approve a fully remote work agreement for a period not to exceed one
116 year and may be renewable on a yearly basis. These employees perform job
117 responsibilities at an alternate work location in NJ, NY, PA, or DE within a commutable
118 distance to the employee's assigned work location. In this work arrangement an
119 employee may be scheduled to work remotely regularly but also required, at times, to
120 attend meetings or work from an on-campus work site as directed by a supervisor or as
121 operationally necessary.

122
123 **B. Effect on Employee's other Terms and Conditions of Employment**

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

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

132 **C. Effect on Employee's Leave**

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

136 **D. Alternate Work Location**

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

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

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

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

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

151 **E. Equipment, Costs, and Expenses**

152
153 Except as set forth below, employees must provide their own computer, telephone, telephone
154 service, internet connection, and any other equipment necessary to facilitate the remote work
155 arrangement, unless otherwise expressly agreed to and approved. The University does not
156 assume responsibility for the cost of employee-provided equipment or its repair or service.
157

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

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

168
169 Departments are not prohibited from using University funds for reasonable expenses that are
170 necessary to facilitate the remote work arrangement, if there is a legitimate business need and
171 adequate funding exists. Such expenses must be consistent with existing University policies
172 regarding purchasing and business expenditures and equitable across employee groups.

173
174 When available, and at its discretion, departments may issue University-owned equipment
175 to an employee for use in remote work arrangements; however, the equipment is to be used
176 only by the employee to perform authorized University business. When University-owned
177 equipment is issued to an employee for remote work, the employee is responsible for
178 protecting it from theft, damage, and unauthorized use. University-issued equipment used in
179 the normal course of employment will continue to be supported by the department.
180 Employees must utilize all equipment in accordance with all University and OIT Policies and
181 Procedures.

182 **F. Accountability and Availability**

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

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

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

201 **G. Assessment**

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

210 **III. Flexible Work Schedules**

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

213 **A. Forms of Flexible Work Schedules**

214 **1. Flex Workday**

215 The features of a Flex Workday are as follows:

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

222 **2. Compressed Workweek**

223 **a. Features of a Compressed Workweek**

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

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

239 b. Examples of Compressed Workweek Arrangements

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

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

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

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

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

261 NL employees: NL employees have a minimum average workweek
262 of 37.5 hours. Accordingly, an NL employee who is placed on a
263 9&1 Compressed Workweek Arrangement will work nine days of
264 at least 8.33 hours per two consecutive workweeks.

265 N4 employees: N4 employees are required to work a minimum of
266 40 hours per workweek because their primary function is to
267 directly supervise non-exempt, 40-hour, fixed workweek
268 employees. Accordingly, an N4 employee who is placed on a 9&1
269 Compressed Workweek arrangement will work nine 8.9- hour days
270 per two consecutive workweeks.

271 **B. Flexible Work Arrangements for Part Time Employees**

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

275 **C. Holidays and other Paid Leave Days**

- 276 1. The value of a holiday or paid leave day is equal to 1/5 of the employee's
277 regular workweek.
- 278 2. If a holiday falls, or paid leave day is taken, on an employee's regularly
279 scheduled day of work, the employee shall receive the day off. If due to the
280 Compressed Workweek Arrangement the length of the employee's workday is
281 greater than the value of the holiday or paid leave day, the difference must be
282 charged to another form of time or to leave without pay.
- 283 3. If a holiday falls on an employee's regularly scheduled day off, the employee
284 shall receive an alternate day off within the same workweek. If due to the
285 Compressed Workweek Arrangement the length of the employee's workday is
286 greater than the value of the holiday, the difference must be charged to another
287 form of time or to leave without pay.
- 288 4. If an employee is directed to work on a holiday, the employee shall receive pay
289 for the holiday. Additionally, if non-exempt, the employee shall receive time-and-
290 one-half premium pay for all hours worked on such holiday.
- 291 5. Current University policies for recording holiday time remain applicable.

292 **IV. Process**

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

295
296 If an employee's request for a flexible work arrangement is denied, a written explanation shall be
297 provided to the employee along with the notice of denial. The Department Needs Assessment
298 and Team Agreement may serve as the written explanation.

299
300 If a flexible work arrangement request cannot be supported given the results of the Department
301 Needs Assessment and Teams Agreement, an employee may still submit the request into the
302 Flexwork@RU System. The employee must attest to understanding the department operational
303 needs, wants to submit a request based on specific circumstances, and provides supporting
304 details for the request in the Flexwork@RU System. Department Heads will need to review the
305 application and make a determination if the flexible work arrangement can be supported based
306 on the additional details provided by the employee.

307
308 Any requests for a reasonable accommodation must be submitted to the Office of Employment
309 Equity in University Human Resources.

310
311 A University Flexible Work Agreement may be discontinued by either the employee or the
312 department upon written notice via email or some other method. Departments should give a
313 minimum of fourteen (14) calendar days' notice of discontinuance unless extenuating
314 circumstances make such notice impracticable. The employee should give as much notice as is
315 reasonably necessary to facilitate resumed reporting to the work location.

January 30, 2024

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

319 **VI. Dispute Resolution**

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

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329 Agree:

Agree:

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331 

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332 Harry Agnostak

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334 Date: 2-7-24

Date: 02/04/2024

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337 Julie Cartegna-Jones

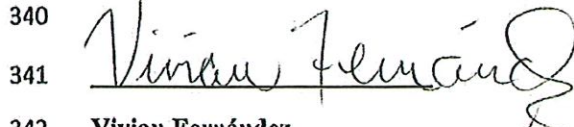
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339 Date: 2/7/24

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342 Vivian Fernández

HPAE 5089

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344 Date: 2-21-24

Date: 01/30/2024

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January 30, 2024

346



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Print Name of Signatory (Pub. L. 106-310, 2014-12-18 E.O. 13526)

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