



ALTERNATE WORK ARRANGEMENT PROCEDURES

The following procedures are associated with the Alternate Work Arrangements (AWA) Policy. This AWA Procedure ("Procedure") applies to employee AWAs whether on a continuous basis or for a specific, limited time. Once the decision to provide an AWA is made, the terms must be agreed upon and documented between the supervisor and employee. Approval of an AWA is at the discretion of the supervisor and Approving Authority. Approved AWAs are kept in employees' personnel files.

Employees may be permitted an AWA at the discretion of the university. All AWAs must abide by the university's Overtime Use and Reporting Procedure. An AWA is not an employee right or benefit and may be discontinued by the university for any reason or for no reason at any time.

Employees should understand that some information used in their work may be deemed confidential by the university. All university-required security safeguards and policies must be applied at the same level as in the central workplace to protect such information from unauthorized disclosure, loss, or damage.

ELIGIBILITY

The university considers multiple factors when determining whether to grant an employee's AWA request. Some positions, responsibilities, and projects are more suitable for AWAs.

- Positions that do not require face-to-face interaction, require minimal supervision, involve the extensive use of computers and/or telephones, and have clearly defined and easily measurable tasks are more appropriate for an AWA.
- Positions that require employees to be on campus to complete tasks, require face-to-face interaction or involve physical handling of equipment or materials are not appropriate for an AWA.

Supervisors and Approving Authorities must examine the distinct activities, functions, and tasks of a position to determine whether an AWA is appropriate. Each AWA is reviewed independently. In addition to these considerations, employees must meet the following criteria to be eligible for an AWA:

1. Have portable job duties;
2. Have a work site and equipment (telephone, internet, supplies, etc.) suitable for working at an alternative location (see Equipment, Supplies and Telephone/Data Connection section);
3. Be able to work independently and productively, and
4. Be an employee in good standing.

ALTERNATE WORK ARRANGEMENTS

There are numerous variations of AWAs. Regardless of the arrangement, employees are accountable for time worked and must record time not worked with the use of the appropriate leave type (annual, sick, comp time, leave without pay, FMLA etc.). Non-exempt employees must obtain supervisor authorization prior to working overtime. The employee must ensure the alternate work site allows for their proper attention to work duties and must balance any interruptions, care demands, etc. with their scheduled hours. AWA should only be approved in instances when the majority of the work can be completed free of interruption; if ongoing interference with those hours takes place, leave should be used, or a reevaluation of the AWA may be conducted.

Examples of AWAs can encompass scheduling, location, and other arrangements, including the following:

Scheduling

1. **9/80 work week:** Four days are worked in one week and five days are worked in the next week for a total of 80 hours. The arrangements may require re-defining the employee's workweek for those eligible for overtime.
2. **Alternate work schedule:** An eligible employee may request an alternate work schedule that is different from or outside of the official university hours or the official hours established by their department.
3. **Compressed work week:** A full workweek is completed in fewer than five days by increasing the number of hours worked per day. Example: Monday through Thursday from 6:00 a.m. – 5:00 p.m.
4. **Daily flex schedule:** Employee sets their own work hours within the parameters established by their supervisor. Example: Works varying hours day to day, between 7:30 a.m. – 5:30 p.m. Monday through Friday, ensuring 8 full hours are worked each day.
5. **Regular flex schedule:** Employee works the same set of hours each day that vary from the regular core business hours of the office. Example: Monday through Friday from 6:00 a.m. – 3:00 p.m.

Location

1. **Alternate work location:** An approved remote work location other than the employee's central workplace located within the state of Colorado. The most common alternate work location is the employee's home.

Other

1. **Job sharing:** The sharing of duties of one full-time position by two less-than-full-time employees for which salaries are prorated based on the percentage of time assigned to each.

DOCUMENTATION

The supervisor must complete the [Alternate Work Arrangement Form](#). AWA documentation must include the following components:

- A description of the work to be accomplished as well as clearly defined performance requirements that are measurable and results oriented;
- The work schedule and work location (The university standard hours are 8:00am – 5:00pm, Monday – Friday);
- A telephone number where the employee can be reached during the agreed-upon work schedule;
- If university equipment is used at an alternate location, employee must complete a record of such equipment, i.e., using the Equipment Checkout Form.

REQUEST AND APPROVAL

Employees and supervisors must be familiar with and abide by the AWA policy, procedures, and any guidance from HRIE. The duties, responsibilities, and conditions of employment remain unchanged.

The employee shall perform all job duties at a satisfactory performance level, to be determined and assessed by the supervisor.

Informal flexible work arrangement requests of up to 30 calendar days do not require a signed agreement. Informal flexible work arrangements allow for Administrative Professional employees to work for up to 30 days outside of the state of Colorado. State Classified employees must work in-state. AWA requests of 31 or more calendar days must be in writing and include enough information for their supervisor to consider the impact on the department and general feasibility. The employee and supervisor must work together to complete an appropriate AWA agreement.

The supervisor and employee must establish a review process to evaluate any AWA to ensure work standards are being met. Evaluation meetings are recommended every three to six months during the first year of the agreement.

In accordance with the Americans with Disabilities Act, as amended (ADA), an employee with a disability may request a flexible work arrangement as an accommodation. If an employee has a disability and the department would normally deny the request under this policy, it must refer the employee to the Director of Compliance so the employee can make an ADA request for accommodation. Under such circumstances, to ensure compliance with our obligations under the ADA, the Director of Compliance, or designee, will be responsible for reviewing the request, directing the interactive process, and, in consultation with the department, determining whether the requested accommodation is reasonable or an undue hardship.

EQUIPMENT, SUPPLIES AND TELEPHONE/DATA CONNECTION

For alternate work locations, employees must maintain a space with power, sufficient and reliable internet connectivity, phone reception and accessibility that is conducive to perform core job duties. University-provided equipment is approved on a case-by-case basis, dependent on the department budget and the employee/position needs.

- Mobile Phone or Stipend: The provision of a university phone or stipend is at the discretion of the supervisor, dependent on position and subject to university policy.
- Laptop/Monitors: Distribution is dependent on the position, discretion of the supervisor and availability.
- Personal devices and equipment: May be used for official business as long as safeguards and adherence to the IT Acceptable Use Policy for Technology Resources is followed. This includes all existing and future IT policies available in the official Policy Library ([Policy Library - CSU Pueblo colostate.edu](http://colostate.edu)).
- University equipment, software, data, and supplies: May be used only for official university business and must be returned at the termination of an AWA, separation of employment or upon request.
- Equipment provisioned by the university: Will follow current standard configurations and software packages. Employees working in an alternate location may be required to bring devices back to campus for service, security updates, and licensing renewals to maintain a secure system.

Employees are responsible for operating costs of an alternate work location, home office maintenance, internet service, and any other associated costs.

In the event of equipment failure or malfunction, the employee will immediately notify their supervisor. Should a delay in repair or replacement, or any other circumstance make an alternate work location impracticable, supervisors may require employees to report to their central workplace.

ALTERNATE WORK LOCATION

A designated workspace must be maintained that is safe and appropriate for working, including adequate lighting, ventilation, no trip hazards, appropriate levels of confidentiality, and minimal distractions. To ensure that safe working conditions exist, the university retains the right to make on-site visits of the remote workspace.

During established work hours, employees are required to be available and ready for work, including calls and tasks. The employee's personal business, including child or family care, shall not be conducted during scheduled work hours, except in the case of an emergency. Employees may be required to attend departmental meetings at their regular worksite. Expenses related to travel to their regular worksite are the employee's responsibility. However, the university does provide for mileage to travel from a home base to the CSU Pueblo campus if the employee was initially hired to work at a worksite off of the CSU Pueblo campuses located in Pueblo or Colorado Springs and considers that office their home base. In such circumstances, this will be noted in the employee's position description.

SECURITY

All University information, security, records management, and retention policies that apply at the University's central workplace apply when the employee works at an alternate location. The staff member has responsibility for maintaining the security and confidentiality of university files, data and other information that are in the off-site work place.

FEDERAL, STATE, AND UNIVERSITY POLICIES

Whether or not specifically articulated in these procedures, employees at alternate work locations are subject to the same federal, state laws, policies, and procedures applicable to employees at the university's central workplace.

LIABILITY

The university is not liable for injuries to third persons, including family members, at an alternate work location. The university is not liable for damages to the employee's personal or real property.

WORKERS' COMPENSATION

The employee is covered by workers' compensation during the performance of official university business at the alternate work location during work hours. The employee must report work-related injuries immediately to their supervisor and comply with all university reporting requirements established for the purpose of reporting such claims.

Employee Name		Employee Net ID	
Agreement Start Date		Review Date (3-6 months)	
Job Title		Department	

Arrangement (check all that apply):

- Change to regular work schedule
- Alternate work location (remote work)

Scheduled Work Hours

Weekday	New Hours	Remote
Sunday		
Monday		
Tuesday		
Wednesday		
Thursday		
Friday		
Saturday		

Alternate Work Location

Address of alternate location	
Alternative phone number	

Date	Supervisor Initials	Employee Initials	Description
			Employee and supervisor have reviewed the employee's job description and have documented any special projects they have been assigned.
			Employee will maintain contact with the office and customers by telephone, email, or other means during the agreed-upon work hours. Supervisor has set expectations for communication of work product.
			The position is conducive to a remote work arrangement and the employee can perform necessary job duties outlined in the job description.
			Employee has been issued a University laptop (and/or other necessary equipment) and VPN connection has been established.
			Employee understands that any travel mileage to/from the university will not be paid. Other work-related travel will be paid in accordance with University policy.
			Employee has a designated alternate work location that is clean, safe, free of hazards and distractions.

Terms of Agreement

The duties, responsibilities, and conditions of employment remain unchanged. The employee must comply with all university policies and procedures while working off-site.

Salary and benefits remain unchanged and injuries sustained by the employee in an alternate work location and in conjunction with his or her regular work duties are normally covered by the university workers' compensation policy.

The employee must report any such work-related injuries to their supervisor immediately. The university is not responsible for injuries or property damage unrelated to such work activities that might occur in the remote work setting.

Overtime compensation (for non-exempt staff), vacation, and sick leave will continue to be based on hours paid during the AWA. Requests to work overtime, use vacation, or take other time off from work must be pre-approved in writing by the employee's supervisor.

According to the terms of this Agreement, the AWA is detailed on the first page. For non-exempt employees, this specification must be in accordance with the Fair Labor Standards Act (FLSA) guidelines. If the employee needs to change their schedule, they agree to obtain advance written approval from the supervisor.

The employee's use of equipment, software, and all other resources provided by the university is limited to the purposes of remote work and is not intended for personal use. The decision to remove or discontinue use of the resources listed in this agreement shall rest entirely with the university.

The university does not reimburse the employee for the cost of off-site related expenses such as telecommunication equipment, personal computing equipment (e.g., computer, printer, monitor), residential insurance, and utility costs that are incurred by the employee.

The employee agrees to abide by the university's information security requirements about the protection of sensitive university information from unauthorized or accidental access, use, modification, destruction, or disclosure.

Any suspected information security incident must be reported as soon as possible to [Mark Gonzales](mailto:Mark.Gonzales@csupueblo.edu) at mark.gonzales@csupueblo.edu.

An AWA is not a substitute for ongoing childcare or adult care.

Upon termination of employment, all university property must be returned to CSU Pueblo.

This agreement is made with the understanding that the AWA will not adversely affect the work and services provided by the department or productivity and work quality. The employee remains obligated to comply with all federal, state, and University laws, rules, and policies. The employee understands and agrees that they have no right to continue this alternate work arrangement, and the university, at its discretion, may alter or terminate the alternate work arrangement at any time.

I have read the policy, understand it, and agree to the conditions in this Alternate Work Arrangement Agreement. I understand that the remote work arrangement may be withdrawn at any time, if in the supervisor's view it is no longer in the best interest of the department to continue.

_____ Employee Name	_____ Employee Signature	_____ Date
_____ Supervisor Name	_____ Supervisor Signature	_____ Date
_____ Approving Authority Name	_____ Approving Authority Signature	_____ Date
_____ HRIE Name	_____ HRIE Signature	_____ Date

Instructions:

1. Read entire [Alternate Work Arrangement Policy](#).
2. Completely fill out all required fields, provide to Approving Authority and HRIE for approval.
3. Employee and supervisor retain a copy of this agreement and attachments.
4. Supervisor schedules review date with employee to evaluate effectiveness of AWA within 3-6 months of the AWA start date.