FLEXIBLE WORKING ARRANGEMENT AGREEMENT FORM

EMPLOYEE NAME (Last, First,MI): _____

EMPLOYEE ID: _____ **DEPARTMENT:** _____

EMPLOYEE TITLE: _____

SUPERVISOR NAME: _____

START DATE: _____

END DATE: _____

TYPES OF FLEXIBLE WORKING ARRANGEMENTS (SELECT ALL THAT APPLY)

☐ **Compressed Workweek**	
Step 1: Indicate type of compressed workweek	**Step 2:** Please indicate your schedule below:
☐ 10-hour workday for 4 days with one day offper week ☐ 9-hour workday: ☐ half day off once a week Other:	

☐ **Flextime**
Flexible start/end times for 8-hour workday (please indicate your schedule below):

☐ **Telecommuting**
Telecommuting Site: Address City_____State_____Zip_____ Check the box that applies to your position: ☐ Option 1 - I was hired into a job assigned to a remote location/site away from the main campus. ☐ Option 2 - My job has changed or I am now requesting my job be assigned a fully remote work location/site.

☐ Option 3 - My assigned work location/site is on the main campus, and I am requesting a telecommuting schedule that allows me to work remotely between 1 to 4 days a week.

If you checked Option 3, indicate the telecommuting schedule below:

Note: Telecommuting agreements shall be limited to periods of no more than 12 months and after review, may be extended annually in 12-month increments. Exception - An employee hired into a fully remote position is not subject to the 12-month rule.

This document confirms that the Flexible Working Arrangement Agreement between the department and the employee is consistent with Institute policy.

Flexible Working Arrangement Guidelines:

Employees and units entering into a Flexible Working Arrangement must agree to adhere to the guidelines and policies below.

1. **Terms of Employment:** The employee understands that this Flexible Working Arrangement Agreement is not a contract of employment between the Institute and the employee and does not provide any contractual rights to continued employment. It does not alter or supersede the terms of the existing employment relationship. The employee's supervisor must approve overtime requests (for non-exempt employees) and use of leave time (for all employees).

2. **Salary, Job Responsibilities, and Benefits:** The employee's salary, job responsibilities, and benefits will not change solely because they have been allowed to participate in a Flexible Working Arrangement.

3. **Availability and Responsiveness:** Employees agree to structure their time to ensure availability at required meetings or in order to perform assignments as designated by the supervisor that may conflict with the established Flexible Working Arrangement schedule. A department may require that the employee convert back to a 5-day/40-hour schedule during specified week(s) and be available at required meetings in order to perform assignments. Communication is key to success in working remotely. The employee is expected to answer or acknowledge communications in a timely manner and/or within any specific time frames designated by the employee's supervisor. The employee is expected to attend meetings as required for their department and is expected to respond to meeting invites.

4. **Holiday Schedule Considerations (while working Compressed Workweeks):** Institute holidays are based on an 8-hour day. For this reason, when an official Georgia Tech holiday falls on an employee's 9 or 10-hour workday, only 8 of those hours can be charged as holiday. The remaining hour(s) must be taken as vacation or worked on another day during that workweek. Therefore, as a general rule – employees on a flexible working arrangement schedule should revert to a 5-day/8-hour schedule for the holiday workweek only.

5. **Vacation / Sick Leave Considerations (while working Compressed Workweeks):** An employee's standard daily work hours, consistent with the compressed work week schedule, will be charged when taking accrued vacation and sick leave. For example, an employee who works a 4-day/10-hour schedule, and requests vacation or sick time falling within the compressed work week, will be charged 10 hours.

6. **Factors to consider when determining if telecommuting is appropriate:** 1) Can the essential functions of the job be performed via telecommuting; 2) Does the employee's job require physical face-to-face contact with internal or external customers (front-line support); 3) Whether the job requires hands-on contact with on-site resources; 4) Will telecommuting permit the achievement of organizational goals; and 5) Will the needs of our student population be met if the employee's work is completed remotely?

7. **Pay and Attendance:** All pay, leave, and travel entitlements will be based on the employee's approved remote work location and employee's time and attendance will be recorded as performing official duties at the approved remote work location. For non-exempt employees, commute time (when traveling from home to work/work to home) is not considered hours worked and not compensable.

8. **Leave:** Employees must request and obtain supervisory approval before taking leave in accordance with Georgia Tech policy and the established campus unit and office procedures. Failure to utilize proper leave procedures, per Institute policies, may result in the termination of the Flexible Working Arrangement and/or disciplinary action.

9. **Overtime:** If the employee works overtime that has been scheduled and approved in advance, the employee will be compensated in accordance with applicable law and rules. If overtime work has not been approved, the employee will still be compensated, but may be subject to disciplinary action. By signing this agreement, the employee acknowledges that failure to obtain proper approval for overtime may result in the termination of the Flexible Working Arrangement Agreement and/or disciplinary action.

10. **Personal Activities:** The employee agrees that any time spent on personal responsibilities while telecommuting will not conflict with the hours spent performing work assignments. The employee acknowledges that their supervisor will monitor work productivity standards and may terminate this agreement if such standards are not maintained.

11. **Standards of Conduct:** The employee acknowledges that the employee is still subject to Georgia Tech's and University System of Georgia's (USG) standards of conduct and other established federal and state laws, department policies, procedures and acceptable practices and understands that failure to do so may subject the employee to disciplinary action.

12. **Trainings and Meetings:** Certain meetings may be mandatory and may require the employee to be present on campus/official worksite location. Reasonable notice of upcoming meetings will be given. If a face-to-face work meeting is necessary, it is the employee's responsibility to attend the meeting at the campus/official worksite location.

13. **State Owned Equipment/Georgia Tech System:** In order to effectively perform their assigned tasks, employees should use Georgia Tech equipment at their telecommuting location with the approval of their supervisor. The equipment must be protected against damage and unauthorized use and Institute owned equipment will be serviced and maintained by Georgia Tech. The employee must not use Georgia Tech equipment for personal purposes.

    - **Equipment Loan Agreement Form:** This form must be completed and approved prior to removal of state property from the regular work site. Failure to complete the Equipment Loan Agreement Form will result in the personal liability of the employee in the event the property is damaged, lost or stolen.
      Equipment or services provided by the employee at their remote location will be at no cost to Georgia Tech, and will be maintained by the employee. The employee agrees to have appropriate broadband WiFi internet network speed and connection. Furthermore, the employee agrees to ensure that all technical tools are correctly installed. Georgia Tech will not be responsible for purchasing upgrades to ensure proper WiFi speed and connection.

Whether the employee is using personal equipment or Georgia Tech owned computers, networks, devices, storage,applications, or other IT equipment, the employee shall abide by the Georgia Tech Cyber Security policies - the Acceptable Use Policy, the Cyber Security Policy, and the Data Privacy Policy - while telecommuting. These policies shall apply during an employee's working hours when using Georgia Tech resources or conducting Georgia Tech work using personal resources. The policies address employee behavior requirements for the protection of Institute information and technology resources.

14. **Liability:** Georgia Tech will not be liable for damages to the employee's property or for visitor or family injuries at the telecommuting work location resulting from participation in the Flexible Working Arrangement.

15. **Reimbursement for Expenses:** Georgia Tech will not be responsible for operating costs, home maintenance, or any other incidental cost (e.g., utilities/internet service) associated with the use of the employee's remote work location. This does not relinquish any entitlement to reimbursement for authorized expenses incurred while conducting business for the State, as provided by statute and implementing regulations. The employee will be reimbursed only for authorized or pre-approved expenses incurred while working for the Institute as provided in Institute policies. The employee must obtain supplies (paper, pens, printing supplies, etc.) through the employee's department and only supplies that are regularly stocked will be available. The employee will not be reimbursed if supplies are obtained elsewhere. Expenses not specifically covered in this Flexible Working Arrangement Agreement will be dealt with on a case-by-case basis, taking into account the reasonableness of the expense and the department budget for the program/project(s). The employee cannot be assured of reimbursements for expensesnot approved in advance.

- **Commuting expenses:** An employee who is approved to telecommute some days during the week will not receive reimbursement for the cost of taking a bus, trolley, subway, taxi, ride share services, or driving a car between their remote work location and their main or regular place of work. These costs are personal commuting expenses regardless of how far the employee's remote work location is from their regular place of work. Commuting expenses are not reimbursable even if the employee works during the commuting trip.

- **Employees Regularly Assigned to a Remote Location/Work Site:**

  - **Working fully remote at the employee's request** – If the employee has requested to work fully remote in another city or state (outside of Atlanta, Georgia) for their own benefit, the employee will not be reimbursed for travel expenses (e.g., gas, mileage, food, or hotel costs) associated with traveling to the main campus.
  - **Working fully remote at the employer's request** - If the employee's work location is specified in their official campus job description as being regularly assigned to a remote location/site away from the main campus (i.e., Georgia Tech satellite locations), the employee will be reimbursed for travel expenses (e.g., gas, mileage, food, or hotel costs) associated with traveling to the main campus. Reimbursements for travel to the main campus for employees who are regularly assigned to a remote location/site will be reimbursed in accordance with USG and Georgia Tech policies and state laws.

16. **Tax Liability:** The employee is responsible for determining any tax or legal implications under IRS, state and local government laws, and/or restrictions of working remotely. Employees are encouraged to seek advice from a tax professional regarding tax liability.

17. **Telecommuting Site Safety and Workers Compensation:** Under the terms of this agreement, the employee is responsible for setting up an appropriate work environment within their remote location. Georgia Tech will not be responsible for any cost associated with the setup of a remote office. Upon the employee's request, Georgia Tech will consult with the employee on any modifications or requirements to operate Institute-owned equipment at their remote office. By signing this agreement, the employee is indicating they have met the reasonable standards to include health and safety requirements and will maintain it in the condition for the duration of the telecommuting period. The employee may be covered by workers' compensation for job-related injuries that occur in the course and scope of employment while telecommuting. If there are any injuries while working, the workers' compensation coverage will be limited to occurrences in the designated workspace (or during work-related travel). Also, if such an injury were to occur, it will be investigated in accordance with the standard workers' compensation procedures promulgated by the Georgia Department of Administrative Services (DOAS). The employee is responsible for reporting work-related injuries to the employee's supervisor/manager within 24 hours in compliance with Institute policy. The employee understands that verified negligence or failure in this regard may subject the employee to disciplinary action and/or revocation of telecommuting privileges.

18. **Working Location:** The employee agrees to designate a workspace within the employee's remote work location for placement and installation of equipment to be used while working remotely. Employees working remotely should primarily use online meeting, collaboration, and/or other teleconferencing tools authorized by the Institute.

19. **Work Assignment:** The employee will receive their work assignments by corresponding with their immediate supervisor on a regular basis. The employee will complete all assigned work according to departmental procedures. If there are any questions or concerns about assignments, the employee is expected to inform their immediate supervisor of them at the time of receipt. Once assignments have been completed, the employee may submit them to their immediate supervisor via the method specified by the supervisor.

20. **Evaluation:** The evaluation of the employee's job performance will be based on standard Institute and departmental competencies. Supervisors are expected to monitor and provide timely and consistent feedback on the employee's job performance. The employee's most recent performance appraisal may be used and must indicate satisfactory performance in order to receive approval for participation or maintain participation in a Flexible Working Arrangement.

21. **Records:** Work performed in accordance with this agreement is considered official State business. The employee will apply approved safeguards to protect State/Georgia Tech records from unauthorized access, disclosure,damage, or reproduction and will comply with the public record requirements. All physical records, papers, and correspondence, as well as all electronic records, emails, and documents on computers and work cell phones must be safeguarded. Upon termination of the Flexible Working Arrangement or termination of employment, all State/Georgia Tech equipment and property must be returned back to the Institute. Release or destruction of any records should be done in compliance with Institute policies and state and federal laws.

22. **Curtailment of Agreement:** This Flexible Working Arrangement Agreement will begin and end on the dates indicated above, unless terminated sooner by the employee or employer. The employee's supervisor or unit head may terminate participation in this agreement at any time based on business necessity or due to employee performance issues. Upon reasonable notice of not less than fourteen (14) calendar days, the employee will be expected to report for work at the primary departmental office location or other location as assigned by the supervisor. Waiver of the 14-day cancellation notice period may be approved on a case by case basis by Georgia Tech Human Resources (GTHR).

    There are two exceptions to this provision: 1) when an employee is hired into a fully remote position or 2) when the employee has been approved for remote work as a reasonable accommodation under the Americans with Disability Act (ADA). Failure to comply with the provisions of the Flexible Working Arrangement may result in termination of the agreement and/or disciplinary action towards the employee.

By signing this agreement, the employee certifies that they have reviewed, understand and agree to abide by the Institute's Flexible Working Arrangement policy, including, but not limited to, specific provisions addressing: (a) work hours and accessibility; (b) performance expectations; and (c) curtailment of the agreement.

ACKNOWLEDGEMENT

Employee _____ Date _____

APPROVAL

Supervisor _____ Date _____

Department Head _____ Date _____

ACKNOWLEDGEMENT OF APPROVAL

HR Representative/HR Contact _____ Date _____