



Policy Number 3.3.16

Chapter: Administration

Title: Flexible Working Arrangements

Division/Department: Administration/Human Resources

Policy Administrator: Director of Human Resources

Adoption Date: October 23, 2024

Revision Dates: January 21, 2025

1. PURPOSE

This policy permits Auraria Higher Education Center (AHEC) employees to have a flexible working arrangement when the employee's division chief (or other designated official) evaluates the suitability and reasonableness of the request and approves it within the parameters described below.

2. DEFINITIONS

- 2.1. Flexible Working Arrangement ("FWA"): A modification of an employee's work location or times agreed to by the employee and their supervisor, and approved by their division chief, that enables the employee to fulfill the expectations for their job assignment while flexing their hours or location. Types of FWAs include:
 - 2.1.1. Compressed Schedule: A full-time work schedule that is compressed by varying the length of the workday into fewer than five days, for example, working four 10-hour days instead of five eight-hour days over the course of a week.
 - 2.1.2. Flextime Schedule: A work schedule where an employee's start and end times vary around pre-defined core hours without changing the total hours worked in a defined work week. The core period will vary by the unit, position, and sometimes the time of year. Typically, the core hours will fall between 8:00 a.m. and 6:00 p.m. but may be varied.
 - 2.1.3. Telecommuting: A type of FWA in which the employee works at a remote location, including their home, for all or part of their workweek. Unless specifically approved by the Chief Executive Officer, Telecommuting is limited to two days per work week.

3. POLICY

- 3.1. FWAs are management tools available to supervisors to assist a work unit to operate effectively and efficiently while promoting employee work-life balance. **FWAs are not a right, an entitlement, or a benefit, and in no way change the terms and conditions of employment with AHEC.** FWAs may be appropriate for some employees and jobs but not for others.
- 3.2. When an employee's current job assignment can be performed during an alternative schedule that differs from core business hours or can be performed from a remote work location within the state of Colorado other than the Auraria Campus, the employee may request an FWA. Supervisors, managers and division chiefs also can initiate an FWA for the benefit of the work unit.
- 3.3. FWAs may be approved only when it is reasonable and practical to do so and when operational responsibilities of a unit are not adversely impacted. Before implementing any changes or variances from established workdays, hours, and locations, the supervisor should make a recommendation to the division chief supported by an assessment of the impact on productivity and employee relations. When evaluating the request, the supervisor or manager must determine that the employee can effectively perform the job duties of the position while flex working. FWAs are permissible only when both the employee and the job are suited to such an arrangement. Division chiefs have authority to approve FWAs in their respective areas, subject to approval by the Chief Executive Officer.
- 3.4. Each type of FWA is intended for a specific reason and purpose and should enhance rather than distract from business operations. Position suitability, employee eligibility, and other considerations (e.g., cost, security, safety, morale, equity) must be evaluated first to determine which type of FWA is appropriate. Criteria to be considered include, but are not limited to:
 - Ability or requirement to perform all or part of work outside of a 8am-5pm Monday through Friday schedule;
 - Ability or requirement to perform all or part of work remotely;
 - Whether the employee wishes to work on a FWA;
 - The mission, business goals, operations, and needs of AHEC and the employee's department;
 - Impact on other employees' ability to carry out their work;
 - Whether the FWA enhances business operations;
 - Whether the FWA improves employees' morale;

- Ability to effectively communicate with supervisors, team members, and clients;
 - Whether the employee’s direct supervisor is working remotely; and
 - Any documented performance issues as a result of a previous FWA involving attendance or productivity in the past year.
- 3.5. FWAs are required to be made in writing using the attached FWA Agreement Form. Each FWA Agreement must be signed by the employee, supervisor, and division chief before the revised work arrangement begins. Division chiefs should set expectations as to FWAs in units under their direction.
- 3.6. Telecommuting:
- 3.6.1. Temporary, ad hoc Telecommuting arrangements may be approved for circumstances such as inclement weather, special projects, business travel, or other extenuating circumstances. These arrangements are approved on an as-needed basis only, with no expectation of continuing.
- 3.6.2. Informal, short-term Telecommuting arrangements may be made for employees on family or medical leave to the extent practical for the employee and the organization and with the consent of the employee’s health care provider, if appropriate.
- 3.6.3. All informal Telecommuting arrangements are made on a case-by-case basis, focusing first on the business needs of the organization. Such arrangements should be confirmed in writing, e.g., by email, when use of the FWA Agreement form is not practical, however, the FWA Agreement must be completed as soon as practicable.
- 3.6.4. FWAs including Telecommuting do not allow the employee to take time away from their work schedule without following appropriate procedures for requesting and receiving leave time. The same break times apply whether working on campus or remotely.
- 3.6.5. When an employee is granted Telecommuting privileges, they are expected to continue work when campus is closed due to inclement weather, as described in Policy Number 6.5 Inclement Weather Response and Campus Closure, and will not be granted administrative leave for the period of closure. If the employee cannot work remotely (i.e. due to childcare responsibilities) they are expected to use the appropriate leave.
- 3.7. Equipment:
- 3.7.1. AHEC’s Information Technology Department will determine, with information supplied by the employee and the supervisor, the appropriate equipment needed for each FWA. In most cases, only an AHEC owned

laptop will be supplied, and the employee will be responsible for obtaining any other equipment needed at their own expense, such as extra monitors, scanners, keyboards, etc.

3.7.2. Equipment supplied by AHEC will be maintained by AHEC. Equipment supplied by the employee, if deemed appropriate by the IT Department, will be maintained by the employee. AHEC accepts no responsibility for damage or repairs to employee-owned equipment. AHEC reserves the right to make determinations as to appropriate equipment, subject to change at any time. Equipment supplied by the organization is to be used for business purposes only. The remote worker must agree to take appropriate action to protect the AHEC owned items from damage or theft. Upon separation of employment, all AHEC property will be immediately returned to AHEC and employees are subject to charge for any unreturned property.

3.7.3. The employee will establish an appropriate work environment within their remote location, including reliable internet access. AHEC will not be responsible for costs associated with the setup of the employee's remote work location, such as internet and/or phone service, remodeling, furniture or lighting, nor for repairs or modifications to the location. In the event of an internet outage that prevents the employee from working for more than two hours, the employee must either take annual leave, come into their campus work location to resume working, or work with their supervisor to make up the missed time.

3.8. Security and Safety:

3.8.1. Consistent with AHEC's expectations of information security for employees working at the office, Telecommuting workers will be expected to ensure the protection of AHEC and employee information accessible from their remote work location. Steps include the use of locked file cabinets and desks, regular password maintenance, and any other measures appropriate for the job and the environment. Personal identifying information about individuals (Social Security numbers, ID numbers, home address, personal email addresses, etc.) should not be stored locally on hard drives or portable media, but only on AHEC's servers that require an AHEC username and password to be accessed.

3.8.2. Employees are expected to maintain their remote work location in a safe manner, free from safety and fire hazards. Injuries sustained by the employee in a remote location and in the course and scope of their work duties are normally covered by AHEC's workers' compensation policy, provided that all conditions for coverage are met. Telecommuting

employees are responsible for notifying the employer of such injuries as soon as practicable.

3.8.3. AHEC is not responsible for any injuries sustained by visitors to an employee's remote work location. AHEC does not insure the employee's remote work location, such as their home, for fire, casualty, liability, or other risk of loss.

3.8.4. Employees who are not exempt from the overtime requirements of the Fair Labor Standards Act will be required to accurately record all hours worked using AHEC's time-keeping system. Hours worked in excess of those scheduled per day and per workweek require the advance approval of the employee's supervisor. Failure to comply with this requirement may result in the immediate termination of the FWA agreement.

3.9. An FWA may be discontinued, revoked, revised, or limited upon giving reasonable notice to the employee if there is change resulting in the employee no longer meeting the criteria for approval set forth in Paragraph 3.4.

3.10. Tax and other legal implications: The employee must determine any tax or legal implications under IRS, state and local government laws, and/or restrictions of working out of a home-based office. Responsibility for fulfilling all obligations in this area rests solely with the employee.

4. APPROVAL AND ADOPTION

This Policy has been reviewed and approved by the Board of Directors for the Auraria Higher Education Center.

Date: 10/23/2024

Approved by: */s/ Kate Barton*
Vice Chairperson of the Auraria Board

AURARIA HIGHER EDUCATION CENTER

FLEXIBLE WORKING ARRANGEMENT AGREEMENT

This Flexible Working Arrangement Agreement is entered into by and between Auraria Higher Education Center and the employee named below. The undersigned employee and AHEC representatives agree as follows:

Employee Name:	Employee Phone #: Email:
Employee's Department/Unit:	Job Title:
Supervisor Name:	Division Chief Name:

Type of FWA (check all that apply):

Flextime Schedule Compressed Workweek Telecommuting

Scheduled Work Hours:

	Standard Work Hours	New Work Hours
Sunday		
Monday		
Tuesday		
Wednesday		
Thursday		
Friday		
Saturday		

Telecommuting:

Location of Remote Work Site (address):
Type of Location: <input type="checkbox"/> Employee's Residence <input type="checkbox"/> Other:

Terms:

1. General Expectations

- Employees will keep their supervisors apprised of the work they are doing remotely.
- Employees will continue to work their normal work schedule while remote including when campus is closed due to inclement weather.
- Employees will be available and responsive during scheduled work hours.
- AHEC work rules and other policies continue to apply to offsite work locations.
- Consumption of alcohol or illicit drugs during work hours is never acceptable.
- Employees should seek a quiet and distraction-free working space.
- Employees are expected to maintain their workspace in a safe manner, free from safety and fire hazards.
- Telecommuting arrangements do not relieve the employee from reporting for on-campus work when required by the supervisor.

2. Virtual Meetings

- While distractions are often unavoidable, try to keep them to a minimum. No noise in the background during meetings.
- Keep yourself muted during video or audio conferencing unless you are speaking.
- Turning on video is generally expected.
- Smoking or vaping is not permitted during a video conference.
- Appropriate work attire is required. Wear the same clothing as for an in-person meeting.
- Avoid multi-tasking. Give your full attention to the meeting as if you were face to face.

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

4. Salary and benefits remain unchanged and Worker's Compensation benefits will apply only to injuries arising out of and in the course of employment as defined by law.

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

6. Overtime compensation (for non-exempt employees) and vacation and health and personal leave will continue to be based on hours paid during the FWA as per existing policy.

7. The use of equipment, software, and all other resources provided by AHEC is limited to the purposes of remote work in accordance with AHEC policies on acceptable use.

8. AHEC does not reimburse the employee for the cost of off-site related expenses such as telecommunications equipment, internet access, residential insurance, and utility costs.

9. The employee must have and maintain AHEC VPN connectivity during work hours.

10. The employee has responsibility for maintaining the security and confidentiality of AHEC files, data and other information that are in the off-site workplace.

11. If the employee needs to modify these arrangements, they will inform the supervisor and obtain the necessary approvals to continue the FWA.
12. Violations of these expectations and/or other AHEC policies may result in revocation of this agreement, and/or corrective or disciplinary action.
13. This Flexible Working Arrangement Agreement may be revoked by AHEC upon reasonable notice if the employee no longer meets the criteria for FWA.

READ, UNDERSTOOD AND AGREED TO EFFECTIVE AS OF THE LAST DATE SIGNED BELOW:

Employee:	Supervisor:	Division Chief:
Date:	Date:	Date: