

Alternate Work Location Agreement Part I



When considering whether it is appropriate for an employee to work at an alternate location, it is important to consider the following questions. In order for an employee to be eligible to work at an alternate location, you must be able to answer “yes” to the following questions:

1. If the employee is an Academic Personnel member or TEAMS/USPS employee, he or she must have completed at least six months of satisfactory service working for his or her current supervisor at the University of Florida. (OPS employees, given the temporary nature of their jobs, are eligible immediately upon hire.)
2. Will the working arrangement mutually benefit both the department or division and the employee?

Eligibility is contingent upon the employee’s current position description and classification. Working at an approved alternate location cannot be permitted if the employee cannot perform all essential functions of his or her assigned duties, including his or her contact with customers, coworkers, or students, as determined by the employee’s supervisor in conjunction with the appropriate University of Florida Dean or Director—with final approval by the appropriate Vice President.

3. From a supervisory perspective, is the employee a good choice for working at an alternate location given his or her ability to work autonomously, need for face-to-face communication, ability to control and schedule work flow, reliability concerning work hours, self-discipline regarding work, etc.?

University of Florida supervisors are not obligated to provide this arrangement, and the University of Florida has the right to refuse to assign an alternate location to any employee and/or to terminate the arrangement at any time—regardless of whether the request meets the criteria established by the Alternate Work Location Policy.

Conversely, employees have the right to refuse to work at an alternate location if the option is made available to them. However, employees are not relieved of their responsibility to perform all essential functions of their position with or without reasonable accommodation. Employees who choose to work at an approved alternate location have the right to return to their former in-office work patterns at any time upon providing 14 calendar days’ notice, and they may exercise their rights under applicable Family and Medical Leave Act or University of Florida leave policies.

If the request to work at home is being made by a qualified individual with a disability:

4. Has the employee submitted a completed “request for accommodation” form to the UF ADA Office at least 30 calendar days in advance?
5. Is he or she unable to travel to and from work with or without reasonable accommodation but able to perform all assigned essential functions of the job from the alternate work location?

If you answered “yes” to the applicable questions above and have decided to allow an employee to work at an alternate location:

6. Have you agreed upon a work schedule—either full- or part-time—which will be followed by the employee?

Any changes to the employee's work schedule must be reviewed and approved by his or her supervisor in advance. If nonexempt, the employee also must understand that he or she is NOT allowed to work overtime without prior management approval in writing.

7. Does the employee have adequate dedicated space at the alternate work location to allow and support work-related activities?
8. Has he or she agreed to practice the same safety habits in the designated alternate work location as he or she would in his or her office on University of Florida premises and to report any changes that would affect his or her general health and safety?
9. As applicable, has the employee agreed not to provide personal care for a child or dependent adult during scheduled work hours, and has he or she made arrangements to ensure care is provided as needed? In the case of medical hardship due to the employee's spouse, parent, or child having a serious health condition, is management satisfied that the employee's productivity will be maintained based on any needed arrangements?
10. Have you told the employee that the university has the right to inspect the alternate work location during normal working hours, with 24-hour prior notice, to ensure that the equipment and alternate work location are being properly maintained?
11. Have you discussed and decided whether the employee or the university will supply all necessary computer equipment, including software?
12. Have you discussed and negotiated arrangements for work-required telephone and/or Internet access and associated costs?
13. Does a request to work at home as a result of a medical hardship fulfill the following requirements?

Working at an approved alternate location as a result of a medical hardship may be available to an employee with a disability or when the employee's spouse, parent, or child has a serious health condition and the employee's presence is required to provide basic medical assistance, transportation, basic personal assistance, psychological comfort, and/or safety—as reflected on appropriate medical certification completed by a health care provider.

In the case of an employee's medical hardship, the employee's health care provider must specify that working at an approved alternate location is acceptable given the employee's health condition and that the employee is able to perform all assigned essential functions of his or her position.

14. Have you and the employee completed an "Alternate Work Location Agreement"?
15. Has approval then been received in writing from the appropriate Dean or Director?
16. Have you received final approval in writing from the appropriate Vice President?

Alternate Work Location Agreement Part II



Check one:

- | | |
|---|--------------------------------|
| <input type="checkbox"/> Academic Personnel | <input type="checkbox"/> TEAMS |
| <input type="checkbox"/> USPS | <input type="checkbox"/> OPS |

Employee's UFID Number: _____

Employee's Name: _____
Last First Middle

Position Title: _____ LP#: _____

Name of Supervisor: _____ Department: _____

Employee's PO Box: _____ Employee's Campus Phone Number: _____

Address of Alternate Work Location: _____

City: _____ State: _____ Zip Code: _____

Alternate Work Location Telephone Number: _____ Alternate Work Location Fax Number (if applicable): _____

This request to work at an alternate location falls under the (check one):

- | | |
|---|---|
| <input type="checkbox"/> Medical Hardship Provision | <input type="checkbox"/> Formal Telecommuting Program |
|---|---|

Please identify the date(s) of any previous alternate work location arrangements at the University of Florida:

Working at an Alternate Location

The practice of working at an approved alternate location instead of physically traveling to a central workplace is a work alternative that University of Florida supervisors may offer to employees when such requests meets the eligibility criteria established by the University of Florida's Alternative Work Location Policy and when such working arrangements would benefit both the organization and employees, resources can accommodate the requests, and supervisory discretion allows for the employees to work at alternate locations.

University of Florida supervisors are not obligated to provide this arrangement, and the University of Florida has the right to refuse to make working at an alternate location available to any employee and/or to terminate the arrangement at any time—regardless of whether the request meets the established criteria. Assignment of an alternate work location is not a benefit, term, or condition of employment.

Conversely, an employee has the right to refuse an offer to work at an alternate location if the option is made available. An employee who chooses to work at an approved alternate location has the right to return to his or her former in-office work patterns at any time upon providing 14 calendar days' notice or to exercise his or her rights under applicable Family and Medical Leave Act or University of Florida leave policies.

The following are the conditions for working at an alternate location agreed upon by the employee, his or her supervisor, the appropriate Dean or Director, and the appropriate Vice President:

1. The employee agrees to all conditions described in the University of Florida's Alternate Work Location Policy.
2. If USPS, TEAMS, or Academic Personnel, he or she has completed at least six months of satisfactory service working for his or her current supervisor at the University of Florida. (OPS employees, given the temporary nature of their jobs, are eligible immediately upon hire.)
3. The employee will complete the following work at the following alternate location (please provide a work plan description; attach additional sheets as necessary):

4. A major requirement for an employee to work at an alternate location is enough dedicated space to support work-related activities. Given that, the employee agrees to work at the following specific location and dedicated workspace (please provide a general description of alternate work location and a specific description of dedicated workspace):

5. Please check one:
 The employee will work at the alternate location _____ days per week for a total of _____ hours.
His or her specific work schedule will be: _____.
(This information is required for non-exempt USPS employees and is encouraged for all others.)
 The employee will work as needed when the following conditions exist: _____.
6. If the employee is working fewer hours than his or her FTE, the remaining hours will be covered by:
 Leave Leave Without Pay
 Work at the Official University Work Location N/A
The appropriate supervisor must approve any changes to this schedule (referenced in #5 and 6 above) in advance.
7. The agreement to work at an alternate location will begin ____/____/____ and end on ____/____/____.
(OPS agreements must be renewed every six months.)
Upon the conclusion of the employee's alternate work location assignment, the employee shall be expected to report to his or her official university work location.
8. The following equipment will be furnished by the university for use in the alternate work location (include property decals where appropriate):

9. The following is the arrangement agreed upon for handling telephone calls made by the employee working at the alternate location:

10. The following is the arrangement agreed upon for providing Internet access for the employee working at the alternate location:
-
11. The following is the arrangement agreed upon for providing personal care for a child or dependent adult during scheduled work hours:
-
12. All additional equipment, supplies, and services will be furnished by the employee, including the following:
-
13. The employee agrees to obtain his or her messages from the department at least _____ times per day.
14. The employee may not hold any client or business meetings at the alternate work location. All such official meetings must be held at the employee's primary University of Florida work location.
15. If non-exempt, the employee may not work in excess of his or her normally scheduled work hours without prior approval by the appropriate supervisor.
16. In the case of a work-related injury, the employee agrees to report the injury immediately to the UF Workers' Compensation Office, (352) 392-4940, to get instructions for obtaining medical treatment and complete the required documentation.
17. Additional conditions agreed upon by the employee and supervisor are as follows (when coworkers may have access to the employee, when telephone calls may be expected, etc.):
-
18. Please attach a current position description, if available. In addition, be sure that a copy of the most recent position description is on file with Classification and Compensation, Division of Human Resources, PO Box 115009. Please submit an original and one copy to that office if needed.

I have read and understand the University of Florida's Alternate Work Location Policy and agree to the duties, obligations, responsibilities, and conditions described therein.

The information I have provided in this agreement is accurate and true to the best of my knowledge and will be followed under the direction of my supervisor. I understand that if any information changes, it is my continuing duty to inform my supervisor and initiate the completion of an updated agreement.

I agree that, among other things, I am responsible for establishing specific work hours during which I may be reached directly; furnishing and maintaining my alternate work location in a safe manner; receiving permission to leave my alternate work location from my supervisor during my scheduled work hours; employing appropriate security measures; and protecting university assets, information, confidential materials, and systems.

I further understand and agree that working at an alternate location is voluntary, inherently temporary, and I may stop at any time upon providing 14 days' notice to my supervisor. I also understand that the University of Florida may at any time change my assignment that permits me to work at the alternate location, including terminating the agreement without any period of notice. I hereby confirm that I have no right expectancy or property interest that any new offer regarding an alternate work location or telecommuting will be made or that the agreement will continue. I also agree to hold the state harmless against any and all claims, excluding workers' compensation claims, resulting from working at an alternate location.

Employee's Signature

Date

Supervisor's Contact Information:

Supervisor's Name

Phone Number

Email Address

Required Signatures:

Supervisor's Signature

Date

Approved Disapproved

Dean or Director's Signature

Date

Approved Disapproved

Appropriate Vice President's Signature

Date

Approved Disapproved