



**Policy Title:** Alternate Work Location

**Policy Number:** BU-PP 045

**Date Issued:** January 8, 2021

**Responsible Executive:** Vice President & Chief  
Human Resources Officer

**Date Last Revised:** January 8, 2021

**Responsible Office:** Human Resources

## **Alternate Work Location BU-PP 045**

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### **Policy Statement**

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This policy provides designated Baylor University (“University”) employees with the opportunity to perform their work at a location other than on Campus. The primary intent of this policy is to support the mission of the University in an alternative work setting. An alternate work location is not an entitlement, it is not a University-wide benefit, and it in no way changes the terms and conditions of employment with Baylor University. There are two forms of alternate work: 1. Telework - work that is temporarily or occasionally performed at a location other than Campus when Campus is the Regularly Assigned Place of Employment; and 2. Remote Work - work performed off-campus when the off-Campus location is the Regularly Assigned Place of Employment.

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### **Reason for the Policy**

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This policy may benefit the University and eligible faculty, staff, and graduate student employees by enhancing productivity, aiding in the recruitment and retention of faculty, staff, and prospective graduate students, and improving the quality of life of participants. An alternate work location may be used as a reasonable accommodation for employees with qualifying disabilities under the Americans with Disabilities Act.

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### **Individuals/Entities Affected by this Policy**

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Faculty, staff, and graduate student employees

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### **Exclusions**

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Undergraduate students

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## Related Documents and Forms

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### University Policies and Documents

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[Baylor University Personnel Policies](#)

Baylor University Faculty Manual

[BU-PP 446 – Workers' Compensation Insurance Policy](#)

[BU-PP 447 – Return to Work Policy](#)

[Financial Services Travel and Entertainment Policies and Procedures and Guidelines](#)

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### Other Documents

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Title VI and Title VII of the Civil Rights Act

Age Discrimination in Employment Act

Americans with Disabilities Act

Title IX of the Education Amendments of 1972

Equal Pay Act of 1963

Veterans Readjustment Act of 1974

Section 503 and 504 of the Rehabilitation Act of 1973

Occupational Safety & Health Act

Fair Labor Standards Act

Texas Labor Code

Texas Payday Law

Texas Health & Safety Code

Other similar state and municipal laws applicable to where the Alternate Work Location is located

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### Forms and Tools

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BU-PP 045a: Alternate Work Location Agreement

Baylor Alternate Work Location Safety Inspection Checklist

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### Definitions

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These definitions apply to terms as they are used in this policy.

<b>Alternative Work Schedule (AWS) and Flexible Work Schedule (Flex Time)</b>	AWS and Flex Time are alternate work schedules that do not coincide with the standard University work week. Both of these forms of work are performed at the regularly scheduled work location. As such, they are not alternate work under this policy.
<b>Campus</b>	Physical locations owned and / or operated by Baylor University and where work is performed (i.e., campus locations in Waco, Dallas, Austin, and New York with Waco as the principal location)
<b>Exempt</b>	Salaried employee, not eligible for overtime pay
<b>Faculty</b>	Full-time and part-time faculty with or without a letter of appointment
<b>Non-Exempt</b>	Hourly paid employee, eligible for overtime pay
<b>Regularly Assigned Place of Employment</b>	The location where an employee usually and customarily reports for work or where work is usually and customarily performed
<b>Remote Work</b>	Work performed by an employee that occurs at a location other than on Campus when the non-Campus location is the Regularly Assigned Place of Employment (e.g., work performed by a lecturer who works from home teaching an on-line class outside of Texas or the site of a non-local recruiting fair)

2. Alternate Work Location (BU-PP 045)

<b>Remote Worker</b>	A person who is working remotely when working remotely is a condition of the job or the worker's voluntary preference or accommodation requirement to complete work assignments for an extended period of time
<b>Staff</b>	Full-time, part-time, and temporary, non-faculty employees
<b>Student Employees</b>	Graduate students, who are approved for employment and hired through the University's student employment process.
<b>Telework</b>	Work temporarily or occasionally performed by an employee that occurs at a location other than Campus when Campus is the Regularly Assigned Place of Employment (e.g., work performed by a Waco Campus staff member who works on Campus four days a week and one day a week from home in the greater-Waco area)
<b>Teleworker</b>	An employee who has been approved to perform Telework

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## Contacts

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<b>Subject</b>	<b>Contact</b>	<b>Telephone</b>	<b>Office email/web site</b>
<b>Policy</b>	Human Resources	254-710-2000	<a href="http://www.baylor.edu/hr">www.baylor.edu/hr</a> ; <a href="mailto:askHR@baylor.edu">askHR@baylor.edu</a>
<b>Timecard Entry</b>	Human Resources	254-710-2000	<a href="http://www.baylor.edu/hr">www.baylor.edu/hr</a> ; <a href="mailto:askHR@baylor.edu">askHR@baylor.edu</a>
<b>Workplace Injuries</b>	Compliance and Risk Services	254-710-2900	<a href="http://www.baylor.edu/risk/">www.baylor.edu/risk/</a> ; <a href="mailto:Risk@baylor.edu">Risk@baylor.edu</a>
<b>Alternate Work Location Health &amp; Safety</b>	Environmental Health & Safety	254-710-2900	<a href="http://www.baylor.edu/ehs">www.baylor.edu/ehs</a>

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## Responsibilities

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<b>Compliance and Risk</b>	Ensure compliance with Workers Compensation for states where Baylor has employees
<b>Eligible Employee</b>	Responsible for maintaining productivity and for fulfilling the obligation to account for a full day's work. Complete the relevant Alternate Work Location Agreement. Comply with this policy and all laws, University policies, procedures, and requirements as if the employee worked from Campus.
<b>Environmental Health &amp; Safety</b>	Promotes best practices for health and safety for employees. Oversees inspections and evaluates as appropriate.
<b>Finance</b>	Ensure compliance with Payroll and Tax for states where Baylor has employees
<b>General Counsel</b>	Processes Secretary of State registration to do business and provides campus partners with legal requirements
<b>Hiring Authorities</b>	Coordinate with Human Resources prior to recruiting and hiring individuals to work away from a campus location on a full or part-time basis given legal and compliance requirements.

### 3. Alternate Work Location (BU-PP 045)

<b>Human Resources</b>	Coordinate with Supervisors, Department Heads, or Chairs regarding feasibility of an alternate work location for a position and/or employee. Receive and maintain Alternate Work Location Agreements in personnel files. Modifications of this policy may be made by the Vice President and Chief Human Resource Officer associated with a natural or manmade disaster.
<b>Supervisor, Department Head, or Chair</b>	Coordinate with Human Resources prior to permitting an employee to work away from a campus location on a full or part-time basis. Ensure the employee completes the relevant Alternate Work Location Agreement prior to beginning work off-Campus. Fully supervise the employee. Ensure departmental functions are supported during Remote or Telework.

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## Principles

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1. Some University jobs require a person to engage in Remote Work, e.g., Admissions counsellors located off-campus outside of Texas.
2. Employees in other positions may be permitted to voluntarily engage in Remote Work, e.g., a faculty member who only teaches on-line classes or a graduate student-employee in an on-line program and who is a grader for a faculty member.
3. Telework is almost always voluntary for the employee, rather than mandated by Baylor. The exception would be in a University-level directed response to a natural or manmade disaster.
4. Alternate work for graduate student-employees will be an exception. Graduate students approved for such work will be placed in advanced specialized positions (e.g., grading, teaching on-line) after obtaining HR approval. Alternate work will not include undergraduate students unless approved by the Vice President of Human Resources.
5. Work at an alternate work location does not imply or suggest use of a management practice of working at home after hours unless those hours are in lieu of the regularly scheduled work and consistent with AWS or Flex-Time schedules approved by a supervisor.
6. Participation in an alternate work location does not alter an employee's work relationship with the University, nor does it relieve an employee from the obligation to observe all applicable University rules, policies, and procedures, and updates thereto. All existing terms and conditions of employment, including without limitation the position description, salary, benefits, vacation, sick leave, overtime, confidentiality, information technology usage, Title IX reporting requirements, discipline, and termination of employment remain the same as if the employee worked only at the Waco Campus as his or her Regularly Assigned Place of Employment. It is the employee's responsibly to actively seek out information about updates on any rules, polices, and procedures.
7. An alternate work location is permitted with the explicit understanding that it is the employee's responsibility to ensure that a proper work environment is maintained. This means that dependent care arrangements must be made so as not to interfere with the employee's work, and that personal disruptions such as non-business telephone calls and visitors must be kept to a minimum, etc.
8. Campus and / or Remote Work conducted outside of Texas or in certain Texas municipalities other than Waco may have additional legal requirements. It is the University's intent to comply with all applicable laws. If there is a conflict between the applicable law and this policy and / or the Alternate Work Location Agreement, the applicable law will govern.

9. Work from outside the United States involves significant compliance complexities. As such, faculty must have written permission from the Provost prior to performing work from an alternate work location outside the U.S. and staff must have written permission from Human Resources prior to performing work from an alternate work location outside the U.S.
10. Failure to comply with this policy may result in discipline, up to and including termination.

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## **Procedures**

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### **Coordination and Approval**

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1. An alternate work location may entail additional tax, insurance, payroll, background check restrictions and / or additional legal implications for the University and the employee. Accordingly, those wishing to recruit and hire an employee to work remotely or require or permit a current employee to begin to work remotely must coordinate with Human Resources prior to recruiting for work to be performed outside of Texas, and prior to any employee beginning an alternate work location.
2. Prior to an employee beginning an alternate work location, Human Resources will ensure all Baylor University Personnel Policies impacted by laws and regulations associated with the employee's Regularly Assigned Place of Employment are current and applicable to that jurisdiction. HR will notify and consult with Payroll, Financial Services, Compliance and Risk Management, and General Counsel.
3. Prior to beginning an alternate work location, the employee and Supervisor, Chair, or Department Head, will sign the applicable Alternate Work Location Agreement and return it completed in full to Human Resources. Human Resources will work with the appropriate supervisor (e.g., Supervisor, Department Chair or Head), and coordinate with Payroll, Financial Services, General Counsel, and Compliance prior to approving a request. For faculty matters, Human Resources will also coordinate with the Office of the Provost. Human Resources will retain the form in the employee's personnel file. However, an Alternate Work Location Agreement will not be required in the following circumstances:
  - a. The employee requests and Supervisor, Chair, or Department Head concurs with Teleworking for five (5) or fewer consecutive Telework days, or no more than ten (10) Telework Days a year; or
  - b. Teaching or Research Faculty or Academic Professionals for Telework.
  - c. A Chair, Department Head, or more senior member of the University determines that employees may need to work at alternate work location for a defined period of time to accommodate unusual circumstances, such as a brief office closing for renovations, relocation, or associated with a natural or man-made disaster. In such cases, the formal Alternate Work Location Agreement is not required, but should be documented for department files by memorandum or email, specifying work expectations and duration.
4. An Alternate Work Location Agreement that is designed to permit intermittent Telework on approval by the Supervisor will typically be for one year, with a renewable term
5. An Alternate Work Location Agreement that is designed to permit Telework for a continuous period of time will be no longer than six (6) months.

6. Continuous work off-campus for a period longer than six (6) months should be classified and processed as Remote Work. These Agreements may be indefinite.
7. To the degree possible, the Alternate Work Location Agreement will specify the number of hours to be worked off campus, the alternate work location, and the specific time in which this will occur (eg., every Tuesday, the First Monday of the month, etc.).
8. It is the employee's responsibility to notify his or her supervisor of any change in conditions agreed upon in the Alternate Work Location Agreement. Any changes to an alternate work location must be approved in advance by the employee's Supervisor, Chair, or Department Head and documented in the Alternate Work Location Agreement.

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## **Criteria and Conditions**

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### **1. Eligibility**

Remote Work: Approval to employ a faculty or staff member or graduate student to work remotely as a required duty is in accordance with the University's recruiting and hiring process. If the faculty or staff member is already an employee and the position's location is changed to an off-Campus location as a voluntary matter for the employee, the process identified above will apply. If the faculty or staff member is already an employee and the position's location is changed to an off-Campus location as requirement of employment, the standard University process will be followed for changes of the essential elements of a position.

Telework: Whether a particular employee may Telework is a decision made on a case-by-case basis taking into consideration an evaluation of the tasks within the job which are amenable, in whole or in part, to being performed away from Campus and the likelihood of the employee succeeding in a Teleworking environment, and an evaluation of the supervisor's ability to manage Teleworkers. Not all position responsibilities can be supported through telework arrangement.

### **2. Termination or Limitation of Eligibility**

The University may withdraw authority for an employee to work at an alternate work location at its discretion and without advance notice or cause unless the employee has a written employment contract identifying an alternate work location as a condition of employment (i.e., faculty addendum to a Letter of Appointment). Likewise, an alternate work location agreement may be shortened or otherwise modified at any time without advance notice or cause. Renewal of Alternate Work Location Agreements are not guaranteed. Notwithstanding the above, the University recognizes and takes into account the fact that Remote Workers who are required to work off-Campus as a condition of employment have significant investments in their location that other workers who voluntary chose to work at an alternate work location do not have.

### **3. Supervision and Work Assignments**

Any change to an approved alternate work location or essential elements of the position must be coordinated in writing with the Supervisor, Chair, or Department Head and Human Resources.

Permitting or requiring an employee to work off-Campus does not reduce the Supervisor's, Chair's, or Department Head's responsibility for the day-to-day coordination and management of the employee. The Supervisor, Chair, or Department Head will need to actively work to

ensure the employee is fully informed of and engaged in workplace matters and that work productivity is maintained and properly supervised.

All employees must make themselves accessible during Waco-Campus normal business hours unless the Alternate Work Location Agreement specifically identifies otherwise. All employees are responsible for communicating requests for schedule changes as well as managing communication efforts within the assigned team to include team or department meetings, required trainings, and/or campus activities that require attendance or knowledge of activities.

Remote Workers may still be required to occasionally work from Campus as determined by the University. Such travel to Campus is covered by the University Travel Policy. Travel to and from Campus by Teleworkers is part of a normal commute and not reimbursable unless addressed by a different policy (e.g., travel for a business trip).

#### **4. Leave, Attendance and Timekeeping**

All University attendance and leave policies apply to all employees. Employees cannot use an alternate work location in place of sick leave, Family and Medical Leave, Workers' Compensation leave, or other types of leave. Supervisors will not request or permit employees to work at an alternate work location while on sick leave, Family and Medical Leave, or Workers' Compensation leave.

However, the University may determine whether or not it is appropriate to offer Telework as an opportunity for partial or full return to work on a temporary basis and based on the University's Return To Work policies (BU-PP XX and BU-PP XX) following an injury or illness and the criteria normally applied to decisions regarding the approval of Telework.

All employees who are not exempt from the overtime requirements of the Fair Labor Standards Act are required to accurately record all hours worked. Hours worked in excess of those scheduled per day and per workweek require advanced supervisor approval. Non-exempt employees must take their required breaks and meal periods during the workday. Failure to comply with these requirements may result in termination of the Alternate Work Location Agreement.

If an employee experiences connectivity or any other technical problems that prohibit him or her from working for more than thirty consecutive minutes during normal business hours, the employee must contact the Supervisor, Chair, or Department Head and/or the appropriate Waco-Campus Information Technology Services personnel as appropriate for further assistance. Lack of connectivity may result in revocation of an Alternate Work Location Agreement.

#### **5. Health & Safety**

Employees who are assigned a work location by the University as a condition of employment are subject to University oversight and approval of that location. Employees who are voluntarily working from an alternate work location are responsible for designating and maintaining a safe workplace that is free from recognized hazards and which complies with occupational safety and health standards, rules, and regulations. The University may deny or rescind Alternate Work Location Agreements based on safety deficiencies of the off-Campus office.

By participating in an alternate work location, the employee agrees to permit the University, its agents and representatives to inspect and have prompt access to the designated workplace

#### **7. Alternate Work Location (BU-PP 045)**

at any time during the employee's regularly scheduled working hours on any regularly scheduled workday, in order to ensure compliance with health and safety and other requirements. The University can require employees to conduct and document a safety assessment of their workplace as needed. This assessment will be submitted to their supervisor and to Environmental Health and Safety.

## **6. Equipment and Information**

Where Remote Work at an alternate work location is a condition of employment, the University will provide, service, and maintain (directly or through a contractor) equipment and support necessary to perform the work at the designated workplace, as determined in the sole discretion of the University. Because the designated workspace for a Teleworker is on Campus, the University will not duplicate resources between the employee's normally assigned work location and the Telework location.

All others performing work from alternate work locations should use University-owned equipment in accordance with University Information Technology Services policies and procedures. Employees must safeguard University information used or accessed.

All employees are responsible for protecting University-owned equipment from theft, damage, and unauthorized use. The University will maintain, service, and repair University-owned equipment used in the normal course of employment. All systems and equipment provided will remain the property of the University and subject to University control and monitoring at all times, even though located in the remote location.

All employees agree to promptly notify the University if any of the office equipment malfunctions or performs improperly or unsafely. If repairs / replacement will take some time, an employee may be required to report to and work from a Campus location until such time as the equipment is repaired or replaced.

The University bears no responsibility for maintenance of and repairs to equipment or the physical location owned, leased, or utilized by the employee unless the alternate work location is required as a condition of employment and then in accordance with only the specifically authorized location and conditions identified in the Alternate Work Location Agreement. Moreover, the University shall not be liable for any loss, damages, or wear of any equipment, furniture, supplies, or real estate owned, leased, or utilized by the employee. The University bears no responsibility for any tax implications related to any employee's (home) office or for the purchase or depreciation of equipment owned by the employee.

## **7. Liability for Injuries**

All employees agree to practice the same safety habits they would use at the University and to maintain safe conditions in their alternate work locations.

Employees who suffer injuries or occupational disease in the course and scope of employment shall be covered by the University's workers' compensation insurance. Coverage is provided subject to the terms and conditions of the policy. Workers' compensation coverage is limited to designated work areas in employees' homes or alternate work locations (i.e., consistent with the Alternate Work Location Agreement). In instances of injury arising out of or in the course of employment, the employee is entitled to all medical aid, hospital services, and medication reasonably required at the time of injury and anytime thereafter to cure and relieve the effects naturally resulting from the injury. The employee must comply with the University policy on notification related to work-related injury.

## **8. Alternate Work Location (BU-PP 045)**



The University assumes no responsibility for injuries occurring in the employee's alternate work location outside the agreed upon work hours or for injuries that occur during working hours but do not arise out of and in the course of employment, or for injuries that occur associated with noncompliance with the Alternate Work Location Agreement. The University also assumes no liability for damages to employee's real or personal property resulting from an Alternate Work Location Arrangement.

Employees shall not invite third parties to visit his or her alternate work location for the purpose of conducting University business without written permission of their supervisor. In exchange for permission to work off-Campus, the employee shall hold harmless and otherwise indemnify the University for any injuries that occur to third parties, including members of employee's family, on the home office premises, regardless of whether these injuries occur during the employee's normal business hours.

## **8. Reimbursement**

Unless otherwise required by state law, the University shall not be responsible for any operating costs that accrue from an Alternate Work Location Agreement, unless otherwise agreed in writing by the Supervisor, Chair, or Department Head. Employees retain the right to reimbursement that would otherwise be warranted for any expenses incurred while conducting University business, for example, those identified in the Financial Services Travel and Entertainment Policies and Procedures and Guidelines.