ALTERNATIVE WORK ARRANGEMENT B004

04/01/2006

PURPOSE

To provide guidelines regarding alternative work schedule arrangements as exceptions to normal work schedules. The options are designed to benefit both the employee and University, as appropriate, in achieving personal, departmental and University goals.

DEFINITIONS

Exempt Staff  Individuals paid by monthly salary and not covered by the Fair Labor Standard's Act.

POLICY

The University offers an alternative work arrangement option designed to assist full-time regular employees in balancing personal and family needs with job requirements. This policy provides guidelines regarding the use of a nine or ten-month employment schedule.

Employees may request a specific schedule to be considered by their Supervisor. Alternative work arrangement options are not entitlements. They are exceptions to normal work schedules and may not be appropriate for certain departments or jobs, depending on departmental needs and job duties. The needs of the department are the highest consideration when determining how and if a particular alternative work arrangement can be accommodated. Possible considerations for granting this option include:

1. Organization and client/customer needs, including all relevant responsibilities;

2. Staffing requirements under the proposed arrangement, including the effect of the work-plan on fellow employees;

3. This individual's overall work performance, attendance record, degree of supervision required;

4. The proposed length of the arrangement;

5. Remuneration and benefits for the proposed arrangement;

6. Costs associated with the proposal;

7. The potential for the arrangement to be changed with different circumstances (i.e., a return to full-time work);

8. Uniformity/parity effect with similar work units within the division, department and/or school.
This option requires an Agreement Form (and a written memorandum of understanding as applicable) between the employee and immediate supervisor and may require additional approvals by the department head, dean or vice president at their option. The arrangement requires approval by the appropriate Human Resources or Faculty Affairs office, who will assist the supervisor in preparing a memorandum which shall specify months to be worked, performance measurement criteria and any other specific condition(s). The Agreement form(s) applicable to each option can be obtained from the Human Resources Website: http://www.miami.edu/index.php/hr/human_resources_forms-1/

Termination of this arrangement can occur at the employee's request or by withdrawal of approval by the University. Adequate notice is to be given by either party wishing to terminate the arrangement. Conditions which might lead to withdrawal of approval include unsatisfactory job performance, demonstrated adverse impact on departmental operations, and change in management or financial exigency.

**NINE/TEN-MONTH EMPLOYMENT SCHEDULES**

The Nine/Ten-Month work schedule is a deviation from the normal twelve-month schedule for full-time, regular employees. The period during which work is not scheduled it be taken in four-week increments starting in the beginning of a pay period and can occur at anytime during the year. This work arrangement can be temporary or permanent. Arrangements should be in increments of whole months.

Research employees work days, sick/vacation time accruals shall be reduced proportionally. Scheduled and Floating holidays (as approved by supervisor) will be based on the employee’s assigned daily work schedule. Pay will be received only during months actually worked. An employee's benefits are affected by a nine/ten month schedule.

The University's contribution for Medical and Dental insurance and Tuition Remission will be reduced accordingly. This reduction will be added to the employee premium. Medical and Dental premiums will change for the first of the month following the change to/from this option, and will remain in effect for each month the Agreement is in place.

Tuition Remission benefits will remain the same for an entire semester depending on the employee status at the beginning of the semester (i.e., changes to/from this option during the semester will not change tuition remission benefits until the next semester). If courses are taken in the next semester, the employers contribution toward tuition remission would be reduced by 20% and that amount would be payable by the employee directly to the Bursar for tuition. This will be arranged by Benefits Administration. Aside from certain periodic payroll deductions, other benefits are not affected.

These items are specifically addressed in the Agreement Form applicable to this option.

**PROCEDURE**

Several steps are required to implement this option. A request generally begins with an employee discussing the possibility with the supervisor. Approval may be granted by the supervisor, department head (dean or vice president as determined by those offices) and appropriate Human Resources or Faculty Affairs office, who will coordinate the request for alternative option and a letter of Agreement concerning the initiation of alternative work arrangements. If there are any questions pertaining to benefits, the employees shall be instructed by the supervisor to contact Benefits Administration for a review and explanation of benefits.

If a department intends to terminate an alternative work arrangement, the appropriate Professional and Faculty Affairs office must be notified in writing and will assist in the preparation of any documents and a time schedule to return the
employee to their previous normal work schedule. If the Agreement is terminated prior to the anniversary of the start date, Benefits Administration may assess a pro-rated amount for tuition remission/health/dental premiums.