

**MEMORANDUM**

**TO:** Stempel College Staff & Supervisors

**FROM:** Tomas R. Guilarte, Professor and Dean, Robert Stempel College of Public Health & Social Work.

**DATE:** July 11, 2022



**SUBJECT:** Continuation of Flexible Work Arrangement

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As all of you know, FIU's Flexible Work Arrangement (policy #1710.141a: <https://policies.fiu.edu/files/939.pdf>) became effective January 1, 2022. This policy applies to all staff and faculty administrators (job code 9199) who are in good standing with the University. **This policy is not related to previous pandemic-related remote work arrangements.**

**Note:** This policy does not apply to faculty or employees in instructional roles, i.e., adjuncts, temporary faculty, and research faculty. A new policy for these employees will become effective after the Spring 2022 semester. All non-faculty employees under H-1B visas should contact Qian Liu at [qialiu@fiu.edu](mailto:qialiu@fiu.edu) to determine their eligibility to participate in this policy.

The Dean supports the policy, and the College will continue to participate in the hybrid work arrangement (*employee's work is performed in a combination of remote and on-campus*) where employees will be on campus **at least** 50% of the time during a two-week period (example below):

- Week 1: Employee works from campus 3 days/week
- Week 2: Employee works from campus 2 days/week
- Week 3: Employee works from campus 3 days/week
- Week 4: Employee works from campus 2 days/week

Please note that remote work on Fridays and Mondays should be rotated amongst teams so that not the same person always works remotely on these days.

The supervisor might determine that there is a need for a more physical presence on campus and therefore implement a different model with a higher on-campus presence. The implementation of this policy is based on the employee's role, and operational expectations of the unit, and their physical presence may be required at any time despite their remote workday.

Until further notice, we will continue the implementation of this policy until August 19. Therefore, all requests should have a **start date of August 1 and an end date of August 19**. To have a smooth process, **requests must be submitted again** and must be approved by supervisors no later than **July**

**22.** Schedules may be changed from prior requests, granted that the supervisor approves such changes.

As a reminder:

- Employees should meet with their supervisors prior to submitting the request.
- Schedules should be requested via the system by logging into my.fiu.edu (employee tile) > Flexible Work Request. We are participating in the “hybrid” model.
- The Dean will approve the request according to the best practices and needs of the College.
- **Academic units:** Each office coordinator has an established backup process. Please ensure there is a physical presence on campus from Monday through Friday from 8:30 am to 5 pm and that there is coordination amongst them and their corresponding supervisor.
- **Dean’s office:** Half of every unit/team should be on campus from Monday through Friday from 8:30 am to 5 pm.
- **Phones:** Office phones must be forwarded to the employee’s personal cell phone or phone number at the remote location. A quick response is required to solve problems that may arise. “Being at a meeting” is not sufficient to delay a needed response.

Below, please find the agreement that is part of the approval and employee acknowledgment process in the HR system.

The following summarizes terms and conditions related to the remote/hybrid/temporary alternative workplace (flexible work arrangement):

1. Managers are expected to maintain an appropriate level of staffing at the FIU premises to ensure operational service excellence. Flexible work arrangements should not reduce the service levels of university departments. Managers will assess the needs and work habits of the employee to validate the appropriateness of a flexible work arrangement prior to approving such an arrangement.
2. This agreement may be evaluated on an ongoing basis to ensure that the employee’s work quality, efficiency, and productivity are not compromised and that all unit needs on campus are able to be met. FIU reserves the right to modify or terminate this arrangement with an advance written notice of at least 15 calendar days. If the employee is selected for a change of position or promotion to another role, the flexible work arrangement is subject to automatic review and may not be an option for the changing position/role.
3. Regardless of work location, the employee’s responsibility is to fulfill their job functions, perform at expected levels, and follow all FIU regulations, policies, and standards pertaining to their job, including remaining accessible during the agreed-upon flexible work arrangement.
4. Responsibility for fulfilling all legal and tax obligations rests solely with the employee. The flexible work arrangement is governed by the laws of the State of Florida. The employee must determine

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any tax or legal implications under IRS, state, and local government laws (e.g., personal income tax, employment laws), and/or restrictions of working out of a home-based office. The university will not provide any tax or legal guidance. (Note: If an employee is separated from FIU while working under this agreement and believes that he/she is entitled to unemployment benefits, the employee should file with the State of Florida.)

5. The employee is responsible for reviewing all benefits plans available prior to changing residences. If, as a result of this agreement, the employee's place of residence changes, it may impact his/her/health plan coverage and health care providers; more information can be found on the [Department of Management Service website](#).
6. Regular communication between the employee, the supervisor, and other members of the business unit and the university community is expected and required to provide the highest level of service with no impact on operations. This includes meeting frequency, emails, telephone calls, and follow-up on pending items. In the event of an emergency and/or power or internet failure, the employee must notify the immediate supervisor. Managers must engage in routine contact with employees subject to this agreement to monitor productivity and performance as well as assess the effectiveness of the flexible work arrangement on a regular basis.
7. Employees are required to be available to report to scheduled campus meetings/events as business needs may dictate. Managers must provide reasonable advance notice to employees when meetings/events are being scheduled at an FIU location if the employees are expected to attend such event in-person.
8. Departments may provide equipment needed to perform the employee's work assignment. Should there be any technical issues or equipment failure, the employee should contact his/her/their business unit to gain IT support immediately for guidance and resolution. Departments will repair and replace damaged university equipment unless it is lost, damaged or stolen through the employee's negligence or abuse. It will be the employee's responsibility to pay for lost, damaged, or stolen equipment through the employee's negligence or abuse. Any equipment received from the university must be protected against damage and unauthorized use. Equipment must be used for official FIU business, and its use must comply with FIU IT Security policies. Employees must inform their supervisor if any equipment is lost or stolen.
  - ***Please note that Stempel College will allow employees to take home their laptops. The college will not be purchasing equipment for remote work and will not allow employees to take home existing equipment (for example monitors/desktops/printers) as per the Division of IT's recommendations, and the University's guidelines. Laptops can be taken home.***
9. Departments may provide employees with office supplies as needed. Out-of-pocket expenses for supplies will not be reimbursed. Employees are responsible for operating expenses, home office maintenance, or any other incidental costs (e.g., utilities, internet, etc.), associated with the use of the employee's alternate work location.

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10. Reimbursable expenses for travel shall be subject to and in accordance with, Florida Statutes Section 112.061, and FIU Policy 1110.060 Travel: University Travel Expense Policy. Departments will determine travel reimbursement eligibility in advance in accordance with Travel policies and regulations.
11. The employee agrees to report work-related injuries to the supervisor at the earliest reasonable opportunity. For more information, visit the [Workers Compensation Process website](#).
12. Non-exempt employees will continue to report all hours worked and leave used in PantherSoft Time and Labor, including any hours, worked more than 40 hours in a workweek. Employees are required to obtain their supervisor's approval prior to working overtime. It is the employee and supervisor's responsibility to ensure compliance with all Fair Labor Standards Act (FLSA) requirements.
13. Exempt employees will continue to report leave in PantherSoft Time and Labor.
14. The employee must notify their manager and Human Resources if they plan to move to another location from the one that was originally approved and submit another request for flexible work arrangement and obtain prior approval before the move.
15. Flexible work arrangements shall not be used as a substitute for dependent and/or childcare. Employees participating in flexible work arrangements are expected to make dependent and/or childcare arrangements during employee work hours.
16. Employees are not permitted to work other jobs, operate their own business, or be solely responsible for providing child/dependent/elder care during their scheduled work hours regardless of their specific work location. Employees shall not conduct in-person university business at the alternate work location.
17. The employee verifies that the remote worksite provides a workspace that is hazard free and meets university standards such as setting up an [ergonomically correct workstation](#).
18. The employee agrees to review and abide by Remote Work Employee Workbook.
19. The employee agrees to return University equipment, records, and materials within seven (7) calendar days of termination of this agreement.

For questions, please contact Paola Moreno at [morenop@fiu.edu](mailto:morenop@fiu.edu) or at 305-348-1321, or Anet Saumell at [saumelf@fiu.edu](mailto:saumelf@fiu.edu) or at 305-348-7802.

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