

Flexible Work Agreement

Employee Name (First Last):	_____	Employee Email:	_____
Employee ID:	_____	Job Title/Classification:	_____
Supervisor Name (First Last):	_____	Supervisor Email:	_____
Department:	_____	Division:	_____
Begin Date:	_____	*End Date:	_____

* The end date for this agreement will be selected by the supervisor as part of the approval process and will be no longer than twelve (12) months from the start date. This Agreement can be extended or renewed by mutual agreement.

Type of Flexible Work Arrangement (mark "X" below all that apply)		
Flexible Work Schedule	Telecommuting/Remote Work	Compressed Work Schedule

- Parties.** This Flexible Work Agreement between the UC Berkeley (the “University”) and Employee establishes the terms and conditions for performing work at a remote work location (other than UC Berkeley or related properties), working a non-traditional schedule, or both (a “Flexible Work Arrangement”). Supervisor is responsible for implementing this Agreement on behalf of the affected Department and the University.
- Term.** This Agreement begins on [begin date] and ends on [end date]. Agreements will automatically renew unless the supervisor determines to revoke or modify the terms of the agreement.
- Periodic Review of the Agreement.** This Agreement will be reviewed by Supervisor at least once during its first **three (3)** months to determine if adjustments to the schedule set forth on Exhibit A need to be made and/or if the Agreement should continue. If this Agreement continues beyond this initial period, Supervisor (or designee) will review this Agreement on at least an annual basis, or more frequently if requested by the Supervisor or the Employee.
- Modification and Revocation of the Agreement.** To terminate or modify this Agreement, the Department may provide the Employee notice of thirty (30) calendar days (or more), but in no case shall the notice be less than ten (10) business days. If the Department provides less than thirty (30) calendar days’ notice, the Employee may request up to thirty (30) calendar days to adjust to the terminated or modified Agreement, but the granting or denial of such a request is not subject to the Grievance or PPSM-70 process, as applicable. The Department may revoke this Agreement upon one day’s notice if for performance-related concerns, including potential violations of University policies or other misconduct and the Employee must return to an on-site work location as directed by the Department.

5. **Primary Work Location.** For purposes of this Agreement, Employee's primary work location is the UC Berkeley Campus and related properties irrespective of any remote work location.

6. **Remote Work Location.** If this Agreement provides for remote work/telecommuting, provide the following:

Remote Work Location (US addresses only):
Contact Phone Number:

7. **Workspace at Primary Work Location.** Employee agrees that if they work less than three (3) full days on-site that they may not have a dedicated on-site workspace; provided, however, that if Employee is granted a reasonable accommodation for a disability that requires a dedicated on-site workspace one will be made available to Employee.

8. **Salary and Benefits.** This Agreement will have no effect on Employee's salary and eligibility for benefits from the University. However, Employee understands that if they live or relocate outside of a benefit plan's coverage area they may have limited benefits and provider options.

9. **Non-Exempt Employees.** Non-Exempt employees must:
 - a. take rest and meal breaks while telecommuting/working remotely in full compliance with all applicable policies or collective bargaining agreements;
 - b. document work hours, including breaks and meal periods, and be able to produce documentation upon request; and
 - c. request Supervisor approval in advance of working any overtime hours.

Failure to produce this documentation on a weekly basis, or as otherwise agreed upon in writing, may result in the revocation of this Agreement.

10. **Reimbursable Expenses.** Legitimate business expenses may be reimbursed by the department if pre-approved in writing by the appropriate departmental approver. The following expenses will be paid for or reimbursed by the University:
 - a. Maintenance and repairs to University-owned equipment;
 - b. Office supplies normally required in the course of business;
 - c. Other business-related expenses that are compliant with University policies and regulations.

The University will not pay for or reimburse the following expenses:

- a. Space, telephone, printing, networking and/or high-speed Internet capabilities at the remote work location.
 - b. Maintenance or repairs of privately-owned equipment;
 - c. Setup of the Employee remote work location such as remodeling, lighting, or for repairs or modifications to the home office space;
 - d. Utility costs associated with working in the remote work location.
11. **Tax Consequences and Relocating Outside of California.** Employee understands that tax and other legal implications for the business use of the Employee's remote work location, if applicable, are based on IRS and state and local government restrictions. Employee is responsible for the tax consequences, if any, of this Agreement, and for conformance to any local zoning restrictions. If Employee relocates outside of California, Employee must change their address and withholding information in UCPath to

the state in which the employee's services are performed (not necessarily the primary work location). Employee understands that the University does not provide any tax advice and they should consult with their own tax adviser to ensure that they do not also have California tax liability if they have not completely severed their residency in California.

(Employees must initial here ___)

12. **Use of Personal Vehicle.** Employee agrees that their personal vehicle will not be used for University business unless specifically authorized by the Supervisor. If approval is received pursuant to UC Business and Finance Bulletin G-28, the employee agrees to maintain a policy of auto liability insurance with limits of \$50,000 per accident, \$100,000 per occurrence, and \$50,000 property damage, throughout the term of this agreement and at the employee's own cost and expense.
13. **Safety of Remote Work Location.** Employee is responsible for establishing and maintaining a safe, ergonomically sound, and secure work environment and will protect the workspace from any hazards and dangers that could foreseeably affect Employee.
 - a. Injuries sustained by the employee in an offsite location and in conjunction with their regular work duties, during agreed-upon working hours, must be reported within 24 hours or at the earliest reasonable opportunity by Employee to Supervisor in accordance with University policy and procedure. Such reports of injuries will be handled in the same manner as reports of injuries in the primary workplace.
 - b. If Employee experiences an ergonomics-related injury related to their remote workspace, and the remote workspace cannot be adjusted to fit the Employee's needs and/or a reasonable disability accommodation cannot be provided, this Agreement will be reviewed to determine if it is necessary to reduce the number of remote work days or terminate this Agreement. If the injury involves a disability, the review of this Agreement will be part of the interactive process.
 - c. Employee agrees to hold the University harmless for injury to others occurring at the remote work location.
14. **University-owned Equipment and Materials.** The University, after completing its own assessment of the remote work location at Employee's request, may provide standard equipment to enable an effective remote work arrangement. If any equipment or material is supplied by the University, Employee must grant the University reasonable access to it. If Employee wants the University to purchase non-portable equipment (including but not limited to a desk, monitor, docking station, or chair), for their remote workspace, and Employee works remotely at least three full days per week, Employee must arrange for a virtual ergonomic assessment of their remote workspace. Employee's department will purchase non-portable equipment that is recommended by the ergonomic assessment for the remote workspace (if Employee does not already have adequate non-portable equipment available). University-owned equipment and materials must be returned to the University upon the termination of this Agreement or upon separation from the University. If Employee requests non-portable equipment, and is issued non-portable equipment for the purpose of this Agreement, and then separates from the University within two (2) years of receiving the equipment, Employee is responsible for returning the equipment at Employee's own expense.
 - a. Employee agrees to provide a secure location for University-owned equipment and materials, and will not use, or allow others to use, such equipment for purposes other than University business;

- b. Employee agrees to report to their supervisor instances of loss, damage, or unauthorized access at the earliest opportunity;
- c. All maintenance on any University-supplied equipment will be performed by a University-authorized person at the University's expense; and
- d. Employee understands that, although University-owned equipment may be used for incidental personal use, such use shall not interfere with the business use of the equipment.

An inventoried list of all equipment including serial numbers or other identifying characteristics (e.g. model numbers) that Employee is using in their remote work location is set forth on Exhibit B.

15. **Information Security.** Consistent with the University's expectations of information security, Employee will ensure the protection of confidential, proprietary, private, and sensitive information accessible from their remote work location. All records created or used in furtherance of Employee's position are considered University records and are subject to the California Public Records Act and other applicable public disclosure laws. Employee must ensure that any University records in their possession are available to the Department when requested. UC information security requirements apply to all devices used for work, regardless of location or ownership. Employee must follow minimum information security requirements (see [MSSND](#), [MSSEI](#), and [UC's Minimum Security Standards](#)) at all work locations. Steps to secure University data and records include the use of locked file cabinets and desks; device lock-outs; strong passphrases; patched/updated devices and applications; current anti-malware software; use of the University's Virtual Private Network or other [approved remote access service](#); and any other appropriate measures needed to meet these requirements.. Employee agrees that only such information as is necessary for the completion of their assignments will be transferred to and/or printed at their remote work location. Should there be a security incident, Employee will report it to: security@berkeley.edu.

16. **General Terms and Conditions.** This Agreement is subject to the following terms and conditions:

- a. The duties, obligations, responsibilities, and conditions of Employee's employment with the University remain unchanged, except for those obligations and responsibilities specifically addressed in this Agreement;
- b. Employee will be accessible, including via email, telephone, chat and/or video conference as applicable, to Supervisor, coworkers and customers and other University employees according to the Flexible Work Arrangement set forth in Exhibit A;
- c. Employee's work schedule does not adversely affect other employees and/or customer service;
- d. Employee will record their time consistent with University payroll practices;
- e. Employee will be able to physically attend scheduled work meetings with reasonable notice based on business and operational needs, at the Employee's expense consistent with University of California Travel Regulation [Business and Finance Bulletin G-28](#), as requested or required by the Department; and
- f. Employee will request Supervisor approval to use vacation, sick, or other leave in the same manner as when working at Employee's primary work location.

17. **Final Agreement.** This Agreement supersedes any prior Telecommuting Agreement or other similar agreement for a Flexible Work Arrangement or similar arrangement in place between Employee and the University, Department and/or Supervisor, if any.

Acknowledgement

The parties each acknowledge that the Flexible Work Arrangement created by this Agreement may be evaluated on an ongoing basis to ensure that Employee's work quality, efficiency, and productivity, as well as that of the Department, is not diminished by the continued existence of this Agreement. It is understood that the University is not obligated to approve a proposal for a Flexible Work arrangement or to renew an existing Flexible Work Agreement. The decision to renew, revoke or modify is at the discretion of the Department and the University. This Agreement can be terminated or modified with at least ten business days' written notice by either party, subject to management approval, or one business days' notice if suspicion of misconduct exists.

Exhibit A – Flexible Work Arrangement

Instructions for Exhibit A. Use the table below to input the days and hours you propose to work onsite and offsite. If you do not anticipate having a regular schedule, you should describe the proposed schedule in the box below labeled “Additional Information/Other Considerations”. The table below asks you to indicate start and end times separately for both onsite and remote work for each day that you work. If this does not apply, please enter NA for the start time and end time.

Days and hours the employee is normally expected to work on and off site

You can input both full-day and part-day scheduling in the table below.

Please note: the following Exhibit A can be modified by both Manager/Supervisor and Employee.

	Monday	Tuesday	Wednesday	Thursday
On site? Y or N?				
Remote? Y or N?				
On Site Start Time				
On Site End Time				
Remote Start Time				
Remote End Time				
	Friday	Saturday	Sunday	
On site? Y or N?				
Remote? Y or N?				
On Site Start Time				
On Site End Time				
Remote Start Time				
Remote End Time				

Note: FLSA Non-Exempt - Employees designated as FLSA non-exempt are expected to adhere to overtime rules and must work during the scheduled hours, regardless of whether they are working on or off site. The employee will maintain and submit timekeeping records, including breaks and meal periods. The breaks and meal periods should remain FLSA compliant. Overtime must be pre-approved by the employee's supervisor. Non-exempt employees can enter their break and meal schedule details in the "Additional Information/Other Considerations" box on the following page.

Additional Information/Other Considerations (optional):

Exhibit B – List of Equipment

Table 1: On Site and Remote

Instructions: Use the form below to indicate the University-owned equipment that you use in the office, at your remote location, or both. If you use the same piece of equipment both onsite and remotely, i.e. you take it back and forth, enter the quantity in the column labeled "both" (and select "0" for onsite and "0" for remote").

	On Site	Remote	Both
Windows Laptop			
Windows Desktop			
Mac Laptop			
Mac Desktop			
Tablet (iPad, Surface Pro, etc)			
Hotspot Device			
Monitor			
Docking Station			
Mouse			
Keyboard			
Printer			
Webcam			
Office Chair			
Desk			
Other:			
Other:			
Other:			
Other:			
Other:			

I hereby affirm by my signature that I have read this Flexible Work Agreement and all Attachments or Guidelines and understand and agree to all provisions.

Employee Signature: _____ Date: _____

Supervisor Signature _____ Date: _____

Department Head Signature _____ Date: _____

The employee and the supervisor should each keep a copy of this Agreement for future reference.

