

## Flexible Work Agreement

Employee Name:	_____	Email:	_____
Employee ID:	_____	Job Title/Classification:	_____
Unit:	_____	Supervisor:	_____
Begin Date:	_____	End Date (Required):	_____

- *Agreements must be renewed **within one year** of the “begin date” entered above.*
- *If you are seeking a Flexible Work Arrangement due to medical reasons, please **stop** and contact your HR Partner before completing this form.*

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

- Parties.** This Flexible Work Agreement between the UC Berkeley (the “University”) and Empee 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 [ ] and ends on [ ]. Agreements must be renewed annually.
- 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 until the renewal period.
  - Modification and Revocation of the Agreement.** The Department, and/or Supervisor may modify this Agreement at any time at its discretion upon ten (10) business days. The Department, and/or Supervisor may revoke this Agreement at any time at its discretion upon ten (10) business days’ notice or 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, and/or Supervisor.

- b. The Department retains the right to modify the agreement on a temporary basis as a result of business necessity (i.e., the employee may be required to come to campus on a particular day) or as a result of an employee request supported by the supervisor.
4. **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.
5. **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.
6. **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.
7. **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 **(Non-Exempt Employees must initial here \_\_\_\_\_)**;
  - b. request Supervisor approval in advance of working any overtime hours **(Non-Exempt Employees must initial here \_\_\_\_\_)**.

***Failure to adhere to these expectations, may result in the revocation of this Agreement.***

8. **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.

9. **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' Initials: \_\_\_\_\_)**

10. **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.
11. **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.
12. **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 separates from the University or this Agreement terminates within two years of receiving non-portable equipment (including but not limited to a desk, monitor, docking station, or chair), Employee must pay the cost of returning the equipment to the University.

- 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 maintained by the IT Department**

13. **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. Steps to secure University data and records include the use of locked file cabinets and desks, regular password maintenance, use of the University's Virtual Private Network, and any other appropriate measures. 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](mailto:security@berkeley.edu).
14. **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.

15. **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.

## Exhibit A – Flexible Work Arrangement

	On-Site or Remote?	Start Time	End Time
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			
Sunday			

**If you are requesting a flexible work arrangement that does not follow the typical 4:1 schedule, please provide the reason for this request in Exhibit B (below). Do not provide personal medical information.**

**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.

## **Exhibit B – Additional Information**

*If the space provided is insufficient, additional comments or information can be added to a Word document and included with this submission.*

## Acknowledgment

The parties acknowledge that the Flexible Work Arrangement created by this Agreement may be evaluated on an ongoing basis to ensure that the Employee's work quality, efficiency, and productivity, as well as that of the Department and/or Unit, is not diminished by the continued existence of this Agreement. It is understood that the Department, Supervisor, nor 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 either the Department and/or the Supervisor or 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 day's notice if suspicion of misconduct exists.

***I hereby affirm by my signature that I have read this Flexible Work Agreement and understand and agree to all the above terms and conditions.***

Employee's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Supervisor's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Admin Approval (if not a 4:1): \_\_\_\_\_ Date: \_\_\_\_\_  
(Dean, CAO, or head of HR)

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The employee and the supervisor should each keep a copy of this Agreement for future reference. The supervisor should also email the signed copy to HR to place in the employee's personnel file.