

**EMPLOYEE FLEX WORK AGREEMENT**



**TIMEFRAME** (Flex work agreements are ongoing unless otherwise noted)

**Begin Date:** \_\_\_\_\_

**End Date:** \_\_\_\_\_

**FLEX WORK FOR WHICH YOU ARE APPLYING:**

Check all that apply

- Compressed Schedule       Flextime  
 Telework                               Remote Work

- Compressed Work Schedule: Employee completes the traditional forty (40) hours per week in fewer than five (5) full work days.
- Flextime: Employee works any approved schedule that deviates from UNC's traditional schedule.
- Telework: Employee spends the majority of his/her working hours at UNC (on campus) but may also split working days at an alternative site.
- Remote: Employee spends most of his/her working hours outside of UNC. Visits to campus are infrequent.

**EMPLOYEE INFORMATION**

**EMPLOYEE NAME** (print) \_\_\_\_\_ **BEAR #** \_\_\_\_\_

Department \_\_\_\_\_ Supervisor \_\_\_\_\_

Employee Title \_\_\_\_\_

**EMPLOYEE CLASSIFICATION:**  Classified       Faculty       Professional Admin - Exempt

**WORK WEEK**

Current Schedule	Start/Stop Times	Proposed Schedule	Start/Stop Times	Location
Sunday		Sunday		
Monday		Monday		
Tuesday		Tuesday		
Wednesday		Wednesday		
Thursday		Thursday		
Friday		Friday		
Saturday		Saturday		

**TELEWORK/REMOTE WORK LOCATION** (if applicable)

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_

## EMPLOYEE FLEX WORK AGREEMENT



### I. Suitability

How will the proposed schedule affect the ability of you and your work unit to get the job done? Please note to what extent your work depends on customers or other staff, requires the presence of a supervisor, how productivity can be measured, the impact on co-workers, and the impact on customer service. Employees must continue to receive Satisfactory employment evaluations.

### II. Agreement

This agreement goes into effect on \_\_\_\_\_, and is ongoing, unless specified end \_\_\_\_\_ or terminated sooner by either party, for any reason.

Participation in flex work does not change the employee's salary, benefits, work status, or other rights as a state employee. The employee agrees to follow all employer policies, such as approved work hours, approved schedule, overtime requests and approvals, which includes keeping records of time and attendance as if work was performed at the regular office.

- i. If FLSA non-exempt or eligible for overtime, employee agrees to follow all employer policies regarding overtime, which may include advance, written supervisory approval being obtained before working overtime.
- ii. If employee works unauthorized overtime, this agreement may be discontinued at any time at the discretion of the employer and employee may be subject to corrective or disciplinary action, per the employer's policy.
- iii. All types of leave usage must have supervisory approval and follow established leave rules on request and approval of leave.

The employee is responsible for operating costs, home maintenance, or any other cost associated with the use of the home as an alternate work site. The employee certifies that the alternate workspace is in a safe condition, free from hazards and other dangers to equipment or occupants of the workspace, and adequately insured.

The employer has the right to choose to purchase hardware/software and related supplies, allow existing hardware/software to be taken to the home (subject to licensing requirements/restrictions), or permit use of compatible employee-owned hardware/software. The decision to remove or discontinue use of such hardware/software shall rest solely with the employer. Equipment and supplies purchased with state funds remain state property and their use is limited to the employee for purposes of official state business. The employee agrees to adequately protect state property from damage and unauthorized access. The employee may be required to reimburse the employer for damage to state property. If borrowed or purchased, the employer will maintain and service such hardware/software. If employee-owned, employee is responsible for service and maintenance. Employer does not assume liability for loss, damage, or wear of employee-owned hardware/software.

Employee understands that, given at least 24 hours advance notice, the employer may make onsite visits during normal business hours to determine that the workspace is safe and to maintain, repair, install or retrieve state-owned equipment, software and/or supplies. All state-owned equipment, software, data, and supplies must be returned in event of termination of participation in Flex Work, or for any legitimate business reason, such as electronic information retention.

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In the event of equipment failure or malfunction, employee will immediately notify employer in order to affect repair or replacement of such equipment and to discuss work assignments. In the event of delay in repair or replacement, or any other circumstance, which makes work from the alternate location impossible, employee understands that employer may require employee to report to the regular office.

Employee understands that s/he remains liable for injuries to third persons, including family members, at the alternate location. Employee agrees to indemnify and hold harmless the employer from any and all claims, demands or liability resulting from any injury to persons caused, directly or indirectly, by the duties and obligations under this agreement, except where such claims or liability arise solely from the gross negligence or willful misconduct of the employer. The employer is not liable for damages to the employee's personal or real property except to the extent of liability under Colorado law in the regular/traditional office. A work plan with specific products, performance standards, and expected delivery dates has been mutually agreed upon.

Employee is covered by Workers' Compensation during the performance of official business at the regular office or the defined workspace at the alternate location during work hours. Employee shall report work-related injuries immediately to the supervisor and will comply with other reporting requirements established by the employer for filing claims.

Employee understands that some information (electronic and hard copy) used in his/her work may be deemed confidential by the employer and shall apply employer's security safeguards and document retention policies at the same level as in the regular office in order to protect such information from unauthorized disclosure, loss or damage. Employee acknowledges that in situations of possible litigation, all pertinent electronic information must be preserved. Although unlikely, the employee must be prepared to provide personally owned equipment used in performing work duties.

Employee remains obligated to comply with all federal, state and department laws, rules, policies, instructions, and this agreement. Violation of these may result in termination of participation in Flex Work and/or other corrective/disciplinary actions.

Employee understands that it may be necessary to alter the Flex Work schedule and/or report to work in emergencies or for other business needs.

We have read this Agreement and understand and agree to its conditions. We further understand that failure to adhere to these conditions may result in termination of the Flex Work arrangement.

**ACKNOWLEDGMENT**

By signing this application, I acknowledge and agree to the provisions of this agreement.

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

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

Dean's/VP's Signature \_\_\_\_\_ Date \_\_\_\_\_