

UCSC Telecommuting Agreement

To request a flexible work arrangement where the employee works from home:

- 1) Review information regarding telecommuting.
- 2) Meet with supervisor to discuss the possibility of telecommuting.
- 3) Complete all sections of this form.
- 4) Sign forms and obtain supervisor and department head signatures.
- 5) Submit a copy to SHR-ELR for the employee's personnel file.

Telecommuting arrangements must comply with all applicable PPSM and collective bargaining agreements regarding overtime, holidays, vacation leave and sick time.

Date Submitted: _____ Requested Start Date/Renewal Date: _____ End Date: _____

- Select One:
- This is a request to renew a current telecommuting agreement.
- This is a request to propose a new telecommuting agreement.

Employee Information

Name: _____ Department: _____

Employee ID: _____ Supervisor Name: _____

Payroll Title: _____ Supervisor's Phone Number: _____

- Current Status: Full Time or Part Time
- Exempt or Non Exempt

This Telecommuting Agreement specifies the conditions applicable to an arrangement for performing work at an alternate workplace on a regular basis. This Telecommuting Agreement begins on _____ and continues until _____.

This agreement is at the discretion of the department head/supervisor/manager and is subject to ongoing review. This agreement may be subject to modification or termination at any time based on performance concerns or business needs. And may be withdrawn or terminated upon two weeks (2 weeks) written notice by any party.

1. PROPOSED WORK SCHEDULE

A. **Department** - Days and hours when the employee is normally expected to work on-site are:

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Hours							
Time In/Out*							

*Non-exempt employees must record actual time agreed upon to work

B. The alternate workplace is located at _____

C. **Alternate Workplace** - Days and hours when the employee will normally work off-site

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Hours							
Time In/Out*							

*Non-exempt employees must record actual time agreed upon to work

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2. The employee agrees to remain accessible during designated work hours, and understands that management retains the right to modify this Agreement on a temporary basis as a result of business necessity (for example, the employee may be required to come to the department's office on a particular day).
3. Additional hours involving overtime (for non-exempt employees only) at any workplace must be approved in advance by the supervisor.
4. Duties and assignments authorized to be performed at this alternate workplace are set forth below, and the employee also recognizes that the supervisor reserves the right to assign other work, as necessary, at any workplace. Job responsibilities, standards of performance and performance appraisals remain the same as when working at the regular University work site.

5. Recognizing that effective communication is essential for this arrangement to be successful, the following minimum methods and times of communicating are agreed upon. The employee shall be responsible for any and all costs associated with such arrangements. The employee agrees that in-person work-related meetings will not be conducted at the alternate workplace.
[Specify: who (include back-up and emergency contacts), when, how often, during what time frames, how (phone, fax, beeper, face-to-face, etc.).]

6. The employee agrees to make any arrangements necessary to ensure that the employee is able to apply his/her full attention to his/her duties and assignments, during the days and hours that the employee works at the alternate workplace. During the approved hours of work when the employee will be telecommuting, the employee shall not be the primary caregiver of any children, adults or elders.
7. Regarding travel*, space and equipment purchase, set-up, and maintenance, the following is agreed upon:
[Specify: purchase, set-up, maintenance, provision of supplies, insurance arrangements (consulting Office of Risk Management as necessary), etc., for each piece of equipment, furniture, transportation etc.]*

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The department/division/school will pay for the following expenses

*State Law **requires** reimbursement for incurred travel expenses **only** to/in the following states: Massachusetts, Montana, North Dakota, South Dakota, and District of Columbia.

The department/division/school will not pay for the following expenses **:

**UCSC does not recommend reimbursement for travel expenses outside of those required by law. UCSC does not recommend the unit incur costs related to travel, internet, phone lines, etc...

8. The employee agrees to maintain a safe and secure work environment. The employee is responsible for ensuring appropriate ergonomic operation, and understands that Environment Health and Safety is available as a resource to provide information on a safe and ergonomically sound work environment.
9. The employee agrees to allow the University access to assess safety and security of the alternate workplace, to ensure that the designated work space is safe and free from hazards and to maintain, repair, inspect, or retrieve University-owned equipment, software, data, supplies and furniture, upon reasonable notice.
10. The employee agrees to report any work-related injuries to the supervisor at the earliest opportunity. The employee agrees to hold the University harmless for injury to others at the alternate workplace. The University's liability for job - related accidents will continue to exist if the injury was incurred in the course and scope of the employee's job duties and during the employee's scheduled hours of work (as articulated within the telecommuting agreement) since the employee's home office shall be considered an extension of the regular University work site. The employee agrees to hold the university harmless for injury to others at the alternate work site.

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11. The employee understands that all equipment, records, and materials provided by the University shall remain the property of the University. The employee agrees to use University-owned equipment, records, and materials for purposes of University business only, and to protect them against unauthorized or accidental access, use, modification, destruction, loss, theft, or disclosure. Incidental personal use is not permitted to interfere with the use of the equipment for University business. The employee will implement steps for good information security in the alternate workplace setting, and will check with his/her supervisor when security matters are an issue. The employee further agrees to report to the supervisor instances of loss, damage, or unauthorized access at the earliest opportunity.
12. The University will provide for repairs to University equipment when damage to that equipment is incurred by an employee during the course and scope of their job duties and during the employee's work hours. When the employee uses personal equipment, software, data, supplies and furniture, the employee is responsible for maintenance and repair of these items unless other arrangements have been made in advance and in writing with the supervisor.
13. The employee is responsible for the safety and security of the above-named items at the employee's home. This includes maintaining data security and record confidentiality in the same manner as when working at the regular University work site. The employee may not duplicate University-owned software and will adhere to the manufacturer's licensing agreement.
14. The employee understands that his/her personal vehicle will not be used for University business unless specifically authorized in writing by the supervisor in advance of such use. If approval is received and pursuant to UC Business and Finance Bulletin G-28, I agree to maintain throughout the term of this agreement and at my own cost and expense, a policy of auto liability insurance with limits of \$50,000 per accident, \$100,000 per occurrence, and \$50,000 property damage.
15. All University equipment will be returned to the University by the employee for inspection, repair, replacement, or repossession with _____ days written notice. The employee also agrees to return University equipment, records, and materials within _____ days of termination of this Agreement.
16. The employee understands that he/she is solely responsible for any and all tax and/or insurance consequences/ deductions, if any, of this arrangement and for conformance to any local laws/regulations (including but not limited to local zoning laws/regulations). The University will not provide any individual guidance to the employee regarding potential tax or insurance implications arising from this Telecommuting Agreement nor any guidance regarding any local laws/ regulations that may apply. Should the employee have any tax, insurance, or legal questions relating to this Telecommuting Agreement, the employee is encouraged to consult with his/her own legal and/or tax professional.

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17. This Telecommuting Agreement shall be governed by and interpreted according to the laws of the State of California without regard to conflict of laws principles.
18. The employee understands that all obligations, responsibilities, terms and conditions of employment with the University remain unchanged, except those obligations and responsibilities specifically addressed in this Agreement. I hereby affirm by my signature that I have read this Telecommuting Agreement, and understand and agree to all of its provisions.

Employee Signature

Date

Employee Name (Print)

Supervisor Signature

Date

Supervisor Name (Print)

Department Head Signature

Date

Department Head Name (Print)