**Optional Flexible Work Agreement**

Colleges and Units may wish for their faculty and staff to engage in a documented flexible work agreement. Use this sample agreement or create one that aligns with your local guidance. For employees covered under Collective Bargaining Agreements, please review the contract language for Flexible Work Schedules to ensure compliance with those Agreements.

**Colleges and units are not required to use this or any other agreement and can customize this form to meet their needs.**

**Sample Flexible Work Agreement Form (Non-exempt/hourly)**

Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Employ ID\_\_\_\_\_\_\_\_\_\_ Job Code: \_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Department:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

This Flexible work arrangement will begin [date] and reviewed [date]

**Work schedule\***

|  |  |  |
| --- | --- | --- |
| DAY | START TIME | END TIME |
| Sunday |  |  |
| Monday |  |  |
| Tuesday |  |  |
| Wednesday |  |  |
| Thursday |  |  |
| Friday |  |  |
| Saturday |  |  |

\* Employee’s work schedule may be amended from time to time by the employer or by mutual agreement.

Work location details: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Agreement**

The employee understands that all terms and conditions of employment remain unchanged, except those specifically addressed in this agreement.

**Reporting to Work**

* The employee will be available and responsive during the work schedule agreed upon with their supervisor.
* Nonexempt (hourly) employees will record all hours worked and meal periods taken in accordance with regular timekeeping practices.
* Exception-hourly employees are not required to log hours worked in MyU or another absence management system unless they have some exception to their regular schedule such as overtime or a shift differential.
* Hourly employees working need their supervisor’s approval before working more than 40 hours in a week to avoid the need for overtime payment.
* The employee will report to their campus work location as necessary upon directive from their supervisor.
* The employee will comply with all University rules, policies, practices and instructions that would apply if the employee were working at the campus work location.

**Safety**

* The employee will be responsible for the costs of establishing and maintaining a safe work-from-home area.
* The employee will report work-related injuries to their supervisor as soon as possible.
* The University assumes no liability for injuries to the employee that occurs outside of the remote work area or outside of working hours.

**Equipment**

* The employee is responsible for their internet and phone connection when working remotely. Colleges and units will determine the equipment they will provide to their remote and hybrid employees based on purchasing guidance outlined by purchasing services.
* Equipment, supplies, and other property provided by the University is provided exclusively for use in providing services to the University. University equipment may not be used by any person not employed by the University (including household members), except as may be required for business-related reasons.
* The employee is expected to notify their supervisor immediately of any equipment malfunction or failure. In the event of such a malfunction or failure, the department may, at its sole discretion, supply the employee with temporary use of department-owned equipment or require the employee to work at the office.
* In the event the Flexible Work Arrangement set forth in the agreement ends, the employee’s obligation to return University property continues.
* The employee agrees to return company equipment, supplies, and documents within five days of termination of employment.
* The employee understands that management retains the right to modify this agreement on a temporary or permanent basis for any reason at any time.

**Benefits for remote work outside of Minnesota**

* Employees and candidates considering a work arrangement where they will live and perform a majority or all of their work outside of Minnesota should review their medical and dental benefits to ensure their plan covers services and providers in that location. For more information visit the [Employee benefits website](https://hr.umn.edu/Benefits/Medical-Plans/Medical-Plans). Additionally, the OHR Contact Center may be a resource for specific questions.

Employee signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Manager signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Human resources signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Other signatures as needed \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Optional Flexible Work Agreement**

Colleges and units are not required to use this or any other agreement and can customize this form to meet their needs.



**Sample Flexible Work Agreement Form (Exempt/Salaried)**

Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Employ ID\_\_\_\_\_\_\_\_\_\_ Job Code: \_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Department:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

This Flexible work arrangement will begin [date] and reviewed [date]

Work location details: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Agreement**

The employee understands that all terms and conditions of employment remain unchanged, except those specifically addressed in this agreement.

**Reporting to Work**

* The employee will report to their campus work location as necessary upon directive from their supervisor.
* The employee will comply with all University rules, policies, practices and instructions that would apply if the employee were working at the campus work location.

**Safety**

* The employee will be responsible for the costs of establishing and maintaining a safe work-from-home area.
* The employee will report work-related injuries to their supervisor as soon as possible.
* The University assumes no liability for injuries to the employee that occurs outside of the remote work area or outside of working hours.

**Equipment**

* The employee is responsible for their internet and phone connection when working remotely. Colleges and units will determine the equipment they will provide to their remote and hybrid employees based on purchasing guidance outlined by purchasing services.
* Equipment, supplies, and other property provided by the University is provided exclusively for use in providing services to the University. University equipment may not be used by any person not employed by the University (including household members), except as may be required for business-related reasons.
* The employee is expected to notify their supervisor immediately of any equipment malfunction or failure. In the event of such a malfunction or failure, the department may, at its sole discretion, supply the employee with temporary use of department-owned equipment or require the employee to work at the office.
* In the event the Flexible Work Arrangement set forth in the agreement ends, the employee’s obligation to return University property continues.
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**Benefits for remote work outside of Minnesota**

* Employees and candidates considering a work arrangement where they will live and perform a majority or all of their work outside of Minnesota should review their medical and dental benefits to ensure their plan covers services and providers in that location. For more information visit the [Employee benefits website](https://hr.umn.edu/Benefits/Medical-Plans/Medical-Plans). Additionally, the OHR Contact Center may be a resource for specific questions.

Employee signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Manager signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Human resources signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Other signatures as needed \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Optional Remote Work Tracking for Teams**

Colleges and Units may wish to document departmental flexible work plans. Use this sample form or create one that aligns with your local guidance.

**Colleges and units are not required to use this or any other form and can customize this form to meet their needs.**

**Sample Flexible Work Form for Teams or Departments**

Department or Division (if applicable): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Work Group:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Department or Division Administrator:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

|  |
| --- |
| **On-site Presence Needed** |
| Example:  Need to have two staff on-site each day.  Currently have five staff in the department, will assign two to each day for on-site support. Will essentially have 40% onsite, 60% remote. |

|  |
| --- |
| **On-site Work Plan for Department or Group** |
| Example:  On-site work will include mail collection; attending to in-person faculty, leader, and student needs; keeping shared work spaces organized and functional. |

|  |
| --- |
| **Space/footprint Reduction** |
| Example:  Currently all administrative staff have offices of their own in location x, y, z. Two dedicated workspaces will remain in location x. the others will be converted to shared space. |
| **Technology Needs** |
| Example:  All staff have laptops. May consider equipping shared space with meeting technology for departmental use. |

***Work. With Flexibility.* Plan Summary**

|  |  |  |
| --- | --- | --- |
|  | **Employee Name and Job Code** | **Details** |
| **Flexspace**  (work anywhere, fixed schedule) | Example: Jane Doe, 8323 | On-site 60% Monday-Wednesday |
|  |  |
|  |  |
| **Flextime**  (work on-site, flexible schedule) | Example: Jane Doe, 8323 | Monday—Thursday, 8:00 a.m.-6:00 p.m. |
|  |  |
|  |  |
| **Fixed**  (work on-site, fixed schedule) | Example: Jane Doe, 8323 | On-site Monday—Friday, 8:00 a.m.-4:30 p.m. |
|  |  |
|  |  |
| **Flextime /Flexspace**  (work anywhere, flexible schedule) | Example: Jane Doe, 8323 | On-site Monday—Wednesday, 8:00 a.m.-4:30 p.m.  Remote Thursday—Friday, 7:00 a.m.-3:30 p.m. |
|  |  |
|  |  |

Dean/Vice President:\_\_\_\_\_\_\_\_\_\_\_\_:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Human Resources: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Department Head: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_