



## FLEXPLACE PARTICIPATION AGREEMENT

### DEFINITION OF TERMS

**Flexplace** is an alternate method of meeting the needs of the Employer and Employee by allowing the Employee to work away from the regular or traditional office. Participation is generally voluntary, but always subject to the Employer's approval. Participation is not an employee right or benefit, and may be discontinued for business reasons, at any time.

**Regular office** means the employee's usual and traditional work address. It remains the primary work location even if participating in Flexplace.

### AGREEMENT

This Agreement goes into effect on \_\_\_\_\_, and remains in effect indefinitely, unless terminated sooner by either party, for any reason.

Participation in Flexplace does not change the Employee's salary, benefits, work status, or other rights as a state employee. The Employee agrees to follow the Employer's policies on work hours and schedules, including keeping records of time and attendance as if work was performed at the regular office.

- (1) If eligible for overtime, advance, written supervisory approval must be obtained before working overtime.
- (2) 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, and Employer verifies, that the home workspace is in a safe condition, free from hazards and other dangers to equipment or occupants of the home, and adequately insured. The Employee using personal or state-owned computers must comply with the requirements for software and equipment outlined by Libraries Systems Department at <http://uclibraries.colorado.edu/systems/computing.htm>

Employee understands that, given at least 24 hours advance notice, the Employer may make on-site 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 Flexplace, or for any legitimate business reason, such as electronic information retention.

In the event of the University's equipment failure or malfunction, Employee will immediately notify the Libraries' Systems Department in order to effect repair or replacement of such equipment and to discuss work assignments. Personal equipment which fails or malfunctions should be taken to the University's ITS office in the Stadium for repairs; personal equipment cannot be dealt with by the Libraries' Systems Department. 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. In the event of an employee's personal computer equipment failure the employee is responsible for repair of the equipment.

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 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, in accordance with the department's electronic document policy, if the possibility of stored electronic information exists.

Employee and Supervisor agree to attend any required orientation and/or training related to security and software changes and to regularly evaluate the Flexplace arrangement.

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

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

The Employee and Supervisor have agreed upon the following specific conditions.

Work Section \_\_\_\_\_

Work Unit \_\_\_\_\_

Work Office Location \_\_\_\_\_

CU tag number information for state-owned property \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Alternate work location address #1 \_\_\_\_\_

Alternate work location address #2 \_\_\_\_\_

Alternate telephone number #1 \_\_\_\_\_

Alternate telephone number #2 \_\_\_\_\_

Alternate email address, if applicable \_\_\_\_\_

Employee will work away from the office \_\_\_\_ days per week or \_\_\_\_ days per month.

Schedule work hours are as follows (based on department staffing levels) \_\_\_\_\_

\_\_\_\_\_

Recommended Systems requirements for home use of University equipment or use of personal computer equipment for University work can be found at

<http://ucblibraries.colorado.edu/systems/computing.htm>

Employee will retrieve phone messages at least \_\_\_\_\_ times per day. The following arrangement has been agreed upon for communications, including return and handling telephone calls (including long distance), email, and communicating with the regular office.

\_\_\_\_\_

\_\_\_\_\_

Additional conditions agree upon: \_\_\_\_\_

\_\_\_\_\_

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This Flexplace agreement and conditions will be evaluated in \_\_\_ days or on \_\_\_\_\_ date if not at a minimum at the time of the annual performance evaluation.

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 Flexplace arrangement.

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Employee

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Date

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Supervisor

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Date

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Appointing Authority

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Date

Original to official personnel file

cc: Employee and Supervisor

Date revised: July 21, 2008

Council approved: August 21, 2008

Approved by Libraries Cabinet September 9, 2008