



UNIVERSITY OF CALIFORNIA, SANTA BARBARA FLEXWORK GUIDELINES

The University of California, Santa Barbara, has implemented the UCSB Flexwork Program to promote better work/life balance for its employees, to benefit the Santa Barbara community through less traffic congestion and air pollution, and to realize University cost savings. By signing the Employee Flexwork Agreement Form, the employee certifies that he/she has reviewed, understands, and agrees to abide by the provisions of UCSB's Flexwork Guidelines, as well as the Employee Flexwork Agreement Form.

Employment Status

The employee will comply with all University rules, policies, practices, and instructions including [University Electronic Communication Policy](#) (ECP) guidelines that would apply if the employee were working at University facilities. Failure to comply may result in the termination of the employee's participation in the Flexwork Program. Work products developed or produced by the employee while working a flexwork arrangement are the property of UCSB.

Work hours, benefits, compensation, and leave scheduling while on a flexwork arrangement continue to be governed by applicable UCSB policies and/or collective bargaining agreements. Requests to work overtime or use leave time must be approved, in writing, in advance by the employee's supervisor/manager. The employee's continued participation in the Flexwork Program is contingent upon acceptable performance standards.

This program is voluntary. It may be initiated upon formal written request by the employee and must be approved by the employee's supervisor/manager. Participation in the Flexwork Program may be terminated at any time by the supervisor/manager or by the employee with the agreement of the supervisor/manager. Generally, a two week notice by either party is desirable, whenever possible.

Renewal of the Agreement

If the employee wishes to renew this agreement, he/she will formally request renewal in writing using the Employee Flexwork Agreement Form. Renewal of the agreement is subject to review and approval by the employee's supervisor/manager.

TELECOMMUTING GUIDELINES:

The following information applies to employees requesting a telecommuting program (e.g. working from home or a remote site). Employees seeking non-telecommuting types of flexwork arrangements can skip this section.

Equipment, Equipment Insurance, Office Supplies

University resources and electronic equipment must be used primarily for University business according to ECP guidelines. The employee is responsible for ensuring all items are properly used according to ECP guidelines.

The employee agrees to take reasonable steps to protect any University property from theft, damage, or misuse. This includes maintaining data security and record confidentiality in accordance with [Business and Finance Bulletin IS-3](#). The employee will comply with all copyrights and licensing agreements for all software owned by the University. Depending on the circumstances, the employee may be responsible for any damage of, or loss of, University property based on the discretion of his/her supervisor/manager.

When the employee uses personal equipment, software, data, supplies, and furniture for University business, 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/manager's approval. The University assumes no responsibility for any damage to, depreciation of, or loss of the employee's personal property.

The employee will return university equipment, records, and materials, upon request and/or termination of this agreement. The employee may be responsible for any costs necessary to return, repair, or replace University property.

If the employee is unable to meet work obligations due to equipment issues, the employee agrees to notify his/her supervisor/manager and may be required to travel to the workplace to perform his/her job functions until the issues are resolved.

The employee agrees to report to his/her supervisor/manager instances of loss or damage to University property, or known unauthorized access to University systems or data at the earliest reasonable opportunity.

Telecommuting Site Safety and Ergonomics

The employee agrees to maintain a safe and ergonomically correct workstation. The employee may be covered by workers' compensation for job-related injuries that occur in the course and scope of his/her employment while teleworking. The employee is responsible to report work related injuries to his/her supervisor/manager within 24 hours in compliance with University policy.

The employee remains liable for injuries to third parties and/or members of the employee's family on the employee's premises.

Legal and Tax Implications

The employee is responsible for tax and legal consequences, if any, of this arrangement.

Data Security

If the employee uses a computer workstation owned by the employee or the University, he/she agrees to take reasonable steps to comply with Business and Finance Bulletin IS-3 including:

- Keeping security configurations up to date to protect that workstation from intrusions.
- Ensuring that University data residing on the workstation is safe from inappropriate access.
- Ensuring communication between the workstation and University is appropriately secure. The employee should consult with his/her local workstation support staff.

The use of a university computer at home or the use of a personally owned computer while conducting university business is governed by:

- [University of California Electronic Communications Policy](#)
- [UCSB Electronic Communications Implementing Guidelines](#)
- [Business and Finance Bulletin IS-3, Electronic Information Security and Implementing Guidelines](#)

Computing Environment

The employee agrees to follow guidance from his/her departmental computing support staff with regard to the appropriate computer hardware and software, workstation remote access security, anti-virus and firewall security, and system updates.