# **ALTERNATE WORK SCHEDULE AGREEMENT**

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| --- | --- |
| Employee Name: | Employee ID: |
| Department Name: | Department Code: |
| Supervisor Name: | Department Head: |
| Effective Date: | Expiration Date: |

**Compressed Work Week**:

☐ Nine-eighty (9-80): An employee works eight 9-hour days and one 8-hour day in the pay period with an extra day off.

☐ For Tens (4-10): An employee works four 10-hour days each week with an extra day off.

☐ Flexible Work Schedule (Non-Exempt): Employees work within a 40 hour work week and 8 hours/day, provides flexibility with regard to start time, lunch, and/or end time.

Instructions:

* Non-Exempt: The effective date must occur at the beginning of a [pay cycle](http://bfs.ucmerced.edu/sites/bfs.ucmerced.edu/files/page/documents/biweekly_payroll_calendar_2017_0.pdf), the approved request for an alternate work schedule must be submitted to HRPC **5 workdays** prior to the effective date.
* Non-Exempt**:** Non-exempt employees are subject to FLSA wage and hour laws and are eligible for overtime. A non-exempt employee on a 9/80 alternate work schedule would be required to work eight (8) days for nine (9) hours and one (1) day for eight (8) hours with one (1) day off within a two-week period.
* Non-Exempt**: Week 1** must consist of 44 hours, e.g., M-Thrs 9hrs/day and Friday 8hrs.
* Non-Exempt**:** employees are required to take the same “flex” day off for the length of this alternate work schedule to remain in compliance with the definition of a workweek under the FLSA (Fair Labor Standards Act) guidelines (e.g., regular flex day is Monday, cannot switch to Tuesday or any other day)

**NOTE: The schedule is firm and CANNOT be changed from week to week**

***Week 1****:*

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **WEEK 1** | **Sunday** | **Monday** | **Tuesday** | **Wednesday** | **Thursday** | **Friday** | **Saturday** |
| Start |  |  |  |  |  |  |  |
| Lunch |  |  |  |  |  |  |  |
| End |  |  |  |  |  |  |  |
| Hours/Day |  |  |  |  |  |  |  |

***Week 2****:*

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **WEEK 2** | **Sunday** | **Monday** | **Tuesday** | **Wednesday** | **Thursday** | **Friday** | **Saturday** |
| Start |  |  |  |  |  |  |  |
| Lunch |  |  |  |  |  |  |  |
| End |  |  |  |  |  |  |  |
| Hour/Day |  |  |  |  |  |  |  |

The following plan and timetable for monitoring the appropriateness and effectiveness of this arrangement is outlined below. Example: Work will be monitored monthly through 1-1 meetings, customer feedback and review of work to ensure deadlines and customer service are not adversely affected.

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**Important Considerations**

1. 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.
2. The employee agrees and understands that the Department reserves the right to modify or suspend this Agreement in the event of unanticipated circumstances regarding employee performance or operational needs, provided termination of the Agreement is in compliance with relevant contract (for represented) provisions, which are typically found in the “Articles of Work” article.
3. Vacation: Full day absences charged to accumulated vacation credit shall be charged according to the number of hours the employee was scheduled to work on a given day according to the established work schedule.
4. Sick Leave: Full day absences charged to accumulated sick leave credit shall be charged according to the number of hours the employee was scheduled to work on a given day according to the established work schedule.
5. Non-Exempt: It’s the employee’s responsibility to seek pre-approval from their Supervisor/Department Head prior to incurring/working overtime.
6. Non-Exempt: An eligible fulltime employee receives eight (8) hours per holiday (or prorated amount if less than full time). Therefore, employees must elect to cover the difference through accrued vacation or comp time.

When a paid holiday falls on an employee’s regularly scheduled day off, the employee will be paid eight hours (or the prorated amount if less than full time) holiday pay AND be given an alternate 8 hour day off during the same workweek as the holiday. If the alternate scheduled workday is greater than 8 hours, the employee is required to submit accrued vacation or accrued comp time for the difference. Otherwise, the gap will be coded as leave without pay.

By effect of my below signature, I understand that UC Merced is under no obligation to approve a request or proposal for a remote work agreement.  The decision to approve or allow an alternate work schedule is at the discretion of my department head/supervisor/manager.  This agreement and work schedule are subject to ongoing review and may be modified or terminate at any time based on performance concerns, evolving business needs, or other.  Generally, the supervisor/manager or the employee should give at least 30 days’ notice in advance when changing or terminating this remote work agreement.  Modifications to this agreement must be made in writing.

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| Employee: | Date: |
| Supervisor: | Date |
| Department Head: | Date: |