

# Temporary Remote Work Agreement

The University of California, Berkeley (UC Berkeley) encourages all managers and supervisors to think creatively about how to support their employees in caring for their health and reducing risk of exposure to COVID-19 (referred to further as the current health situation). One such option is implementing social distancing by encouraging employees to work remotely, where management has determined that working remotely is appropriate and viable. This Temporary Remote Work Agreement should be used in all instances where management has determined that work may temporarily be performed from home or an alternate location as a means of social distancing. If an employee already has an existing telecommuting agreement in place, this Temporary Remote Work Agreement should be used instead of modifying an existing agreement because this Agreement provides the flexibility needed to adjust to any changing circumstances as the current health situation continues to evolve.

This Agreement must be signed and approved by the employee's manager or supervisor and the head of the department. This Agreement supersedes any prior Telecommuting Agreement in place between the employee and UC Berkeley, if any. When management determines to end this Temporary Remote Work Agreement, your prior Telecommuting Agreement, if any, would resume unless otherwise agreed and memorialized in a new Telecommuting Agreement. In instances where no prior Telecommuting Agreement existed and management determines some form of remote work arrangement is appropriate going forward, a new Telecommuting Agreement must be prepared and signed. Note that having successfully engaged in temporary telecommuting pursuant to this Agreement, or a prior agreement does not require management to agree to any future remote work.

## I. General Work Arrangement

1. This Agreement is between \_\_\_\_\_ (“the department”) and \_\_\_\_\_ (“Employee”) to establish the terms and conditions for temporarily performing work at an alternate work site with the following frequency (*e.g.* daily each week, on the same day every week, or on some routine basis).

II. This Agreement begins on \_\_\_\_\_ (date). You understand that this Agreement to permit you to work remotely is a temporary measure only, and will be reviewed continuously during the period in which UC Berkeley encourages social distancing as a measure intended to minimize the spread of the current health situation. Accordingly, UC Berkeley may alter this schedule or end the Temporary Remote Work Agreement at any time at its discretion.

III. This Agreement will remain in effect unless altered or terminated at any time as described in paragraph 2 above.

IV. The following conditions apply:

- a. Employee's remote work schedule is \_\_\_\_\_  
(Specify days and hours. If it varies, please include those details).
- b. Employee's regular remote work site location is \_\_\_\_\_

- c. Employee's regular remote work phone number is
5. While working remotely, Employee will:
    - a. remain accessible during the remote work schedule;
    - b. check in with the supervisor to discuss status and open issues;
    - c. be available for video/teleconferences, scheduled on an as-needed basis;
    - d. be available to physically attend scheduled work meetings as requested or required by the Department;
    - e. request supervisor approval in advance of working any overtime hours (if employee is non-exempt);
    - f. take rest and meal breaks while working remotely in full compliance with all applicable policies or collective bargaining agreements; and
    - g. request supervisor approval to use vacation, sick, or other leave in the same manner as when working at Employee's regular work location.
  6. Employee's duties, obligations, responsibilities, and conditions of employment with the University remain unchanged except those obligations and responsibilities specifically addressed in this Agreement. Job responsibilities, standards of performance, and performance appraisals remain the same as when working at the regular University work site. The supervisor reserves the right to assign work as necessary at any work site.
  7. The parties acknowledge that this Agreement may be evaluated on an ongoing basis to ensure that Employee's work quality, efficiency, and productivity are not compromised by the remote work arrangement described herein.
  8. You acknowledge that if your manager deems that the temporary remote work arrangement described in this Agreement is not working effectively or as envisioned, management may at any time adjust or end this Agreement. Management will strive to provide at least 24 hours' advance notice of any changes to this Agreement.

## **II. Safety & Equipment; Information Security**

1. Employee agrees to maintain a safe, secure, and ergonomic work environment and to report work-related injuries to Employee's supervisor at the earliest reasonable opportunity. Employee agrees to hold the University harmless for injury to others at the alternate work site. Regarding space and equipment purchase, set-up, and maintenance for telecommuting purposes:
  - a. Employee is responsible for providing space, telephone, printing, networking and/or Internet capabilities at the telecommute location, and shall not be reimbursed by the employer for these or related expenses. Internet access must be via DSL, Cable Modem, or an equivalent bandwidth network.
  - b. Employee agrees to protect University-owned equipment, records, and materials from unauthorized or accidental access, use, modification, destruction, or disclosure. The precautions described in this agreement apply regardless of the storage media on which information is maintained, the locations where the information is stored, the systems used to process the information, or the process by which the information is stored.

- c. Employee agrees to report to Employee’s supervisor any incidents of loss, damage, or unauthorized access at the earliest reasonable opportunity.
  - d. Employee understands that all equipment, records, and materials provided by the University shall remain the property of the University.
2. Employee understands and agrees that Employee’s personal vehicle may not be used for University business unless specifically authorized in writing by Employee’s supervisor in advance of such use.
  3. With reasonable notice and at a mutually agreed upon time, the University may make on-site visits to Employee’s remote work location to ensure that the designated work space is safe and free from hazards, provides adequate protection and security of University property, and to maintain, repair, inspect, or retrieve University property.
  4. Employee agrees to return University-owned equipment, records, and materials within \_\_\_ days of termination of this agreement. Within \_\_\_ days of written notice, Employee must return University-owned equipment for inspection, repair, replacement, or repossession.
  5. Employee understands that Employee is responsible for tax consequences, if any, of this arrangement, and for conformance to any local zoning regulations.

**I hereby affirm by my signature that I have read this Temporary Remote Work Agreement and understand and agree to all of its provisions.**

Employee Signature	Date
Supervisor's Signature	Date
Department Head’s Signature	Date

*This signed Agreement must be sent to your HR Partner for placement in Employee’s personnel file. The employee and the supervisor should each keep a copy of this Agreement for future reference.*