

UC San Diego

Temporary Remote Work Agreement (COVID-19)

This Temporary Remote Work Agreement (hereinafter “Agreement”), which relates to efforts to reduce risk of exposure to COVID-19 (referred to further as the current health situation), may be used 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 Agreement supersedes and replaces that existing agreement.

To be effective, this Agreement must first be signed and approved by the employee's manager or supervisor and the head of the department. When management determines to end this Agreement, your prior telecommuting agreement, if any, shall automatically resume unless otherwise agreed and memorialized in writing by the parties. You understand and acknowledge that having successfully engaged in temporary telecommuting pursuant to this Agreement, or a prior agreement, does not require management to agree to any future telecommuting/remote work.

I. General Work Arrangement

- A. 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).
- B. This Agreement begins on _____ (date). The Employee understands that this Agreement to permit them to work remotely is a temporary measure only, and will be reviewed continuously during the period in which UC San Diego encourages social distancing as a measure intended to minimize the spread of the current health situation. UC San Diego, the Department, and/or supervisor may alter this schedule or terminate this Agreement at any time at its sole discretion by sending an email to the employee’s UC San Diego email address. This Agreement will also immediately terminate if the University places a statement on its website (<https://blink.ucsd.edu> or <https://blink.ucsd.edu/HR/services/covid-19.html>) generally indicating that all temporary remote work agreements arising from the current health situation are terminated.
- C. The following conditions apply:
1. Employee’s remote work schedule is _____.
(Specify days and hours. If it varies, please include those details)
 2. Employee’s regular remote work site location is _____.
 3. Employee’s regular remote work phone number is _____.
- D. While working remotely, Employee will:
1. remain accessible during the remote work schedule;
 2. check in with the supervisor to discuss status and open issues;
 3. be available for video/teleconferences, scheduled on an as-needed basis;

4. be available to physically attend scheduled work meetings as requested or required by the Department and/or their supervisor;
 5. obtain supervisor approval in advance of working any overtime hours (if employee is nonexempt);
 6. take rest and meal breaks while working remotely in full compliance with all applicable law, policies, and/or collective bargaining agreements; and
 7. obtain supervisor approval to use vacation, sick, or other leave in the same manner as when working at Employee's regular work location.
- E. 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.
- F. 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.
- G. Employee acknowledges that if their supervisor 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

- A. 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:
1. 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.
 2. 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.

3. Employee agrees to report to Employee’s supervisor any incidents of loss, damage, or unauthorized access at the earliest reasonable opportunity.
 4. Employee understands that all equipment, records, and materials provided by the University shall remain the property of the University.
- B. 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.
 - C. 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.
 - D. Employee agrees to return University-owned equipment, records, and materials within one (1) business day of termination of this Agreement. Within one (1) business day of written notice, Employee must return University-owned equipment for inspection, repair, replacement, or repossession.
 - E. Employee understands that Employee is responsible for tax consequences, if any, of this arrangement, and for conformance to any local zoning regulations.

This Agreement shall be governed by California law, and the exclusive jurisdiction and venue for any and all actions arising out of, or brought pursuant to, this Agreement shall be in a court of competent jurisdiction within the County of San Diego.

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

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| Employee Name | Employee Signature | Date |

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| | | |
| Supervisor Name | Supervisor Signature | Date |

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| | | |
| Department Head Name | Department Head Signature | Date |

A copy of this signed Agreement will be placed in the Employee’s personnel file and emailed to employeerelations@ucsd.edu. The employee and the supervisor should each keep a copy of this Agreement for future reference.