**UCSF Remote Work Agreement**

Remote work situations are those in which the majority of work is routinely performed at a location other than a UCSF site (e.g., a UCSF owned or operated facility). Remote work differs from telecommuting in that it is intended as a means of working from home or an alternate site on a full-time basis. Any establishment of a remote worker agreement outside of California or the U.S. may carry additional tax and/or legal implications.

**Employee Name:**

**Payroll Title:**

**Exempt/Non-Exempt:**

**Bargaining Unit (if applicable):**

**Supervisor:**

**Department:**

Remote work is a voluntary agreement between the manager/supervisor and the employee. This agreement begins on \_\_\_\_\_\_ and continues until \_\_\_\_\_\_, and must be renewed at least annually. It is recommended that annual review coincide with the annual performance evaluation. The remote work agreement may be discontinued at any time by either party with reasonable advance written notice.

1. The remote worker will work from the following alternative worksite(s) \_\_\_\_(Home and/or alternate remote work site(s)). List all sites and addresses.

2. The remote worker agrees to be available during the assigned business hours of \_\_\_\_ to \_\_\_\_ (PST/PDT) for communication through such methods as cell phone, home phone, voice mail, email, fax, pager, etc., and agrees to respond in a prompt manner as they would at an onsite location. Employee-initiated schedule changes must be discussed and approved in advance by the supervisor.

* For non-exempt employees: The remote worker will clock-in and clock-out daily, as well as for meal periods, t through the HBS timekeeping system (i.e. “Web Clock”). In the event that the HBS timekeeping system is down or the remote worker does not use HBS Web Clock, the remote worker will record start and end times via email to the supervisor.
* For non-exempt employees: In addition to meal period, employees should take regular rest periods.
* Specific schedule requirements (if applicable) are provided in Item 17 below.

3. The duties, obligations, responsibilities and conditions of the remote worker’s employment with the University remain unchanged. The employee’s salary, retirement, vacation and sick leave (or Paid Time Off (PTO) and Extended Sick Time (EST)) benefits and insurance coverage shall remain the same.

4. The remote worker agrees to seek advance approval by the supervisor to change the terms of the work schedule or for use of sick leave/EST, vacation/PTO, compensatory time off, or any other leave of absence in accordance with University policies and procedures, departmental guidelines and/or the appropriate collective bargaining agreement. Any overtime work must be approved in advance by the supervisor.

5. The remote worker agrees to remain up to date on all safety related training including online ergonomic training available to employees. The remote worker agrees to maintain a safe and ergonomically sound work environment. The employee agrees to allow an authorized University representative to inspect the home office as needed. The employee further agrees to independently make workstation safety changes as recommended. Principles of ergonomics may be found at: <http://www.ehs.ucsf.edu>.

6. If a remote worker incurs an injury arising out of the course and scope of the assigned job duties while working while working at home/alternate site,, the workers’ compensation provisions in place for the state or country in which the remote worker is working will apply as applicable. The remote worker must notify the supervisor immediately and complete all necessary and/or management-requested documents regarding the reported injury.

7. The remote worker agrees not to use his/her personal vehicle for University business unless specifically authorized by the supervisor.

8. The remote worker is responsible for maintaining and repairing employee-owned remote work equipment at personal expense and on personal time.

9.The remote worker agrees to use electronic equipment that has been encrypted and meets all of the University’s security requirements. If the University provides equipment for home use, the remote worker agrees to provide a secure location for University-owned equipment and will not use, or allow others to use, such equipment for purposes other than University business. The University is responsible for maintaining, repairing, and replacing University-owned equipment issued to remote workers. In the event of equipment malfunction, the remote worker must notify his/her supervisor immediately. If repairs will take some time, the department will find alternative means to continue the remote worker’s work including, but not limited to, asking the remote worker to report to the main office until the equipment is usable. The University’s security requirements can be found at <https://it.ucsf.edu/security>.

10. All equipment, records, and materials provided by the University shall remain University property. The remote worker agrees to return the University equipment, records, and materials upon request. All University equipment will be returned by the employee for inspection, repair, replacement, as needed or requested or upon termination of this agreement. All equipment shall be returned within five (5) business days of written notice to the employee.

11. The remote worker will implement good information security practices in the home-office or alternative work site setting, and will check with his/her supervisor when security matters arise. The University’s privacy and security requirements and procedures can be found at <https://it.ucsf.edu/security> and <http://hipaa.ucsf.edu/>.

12. The University may pay or reimburse the employee for business-related expenses, including agreed-upon travel expenses, subject to the provisions and exclusions of applicable University policy.

13. Generally, the University will not pay for the following expenses nor will it reimburse for expenses prohibited by University policy, including, but not limited to:

* Maintenance or repairs of privately-owned equipment;
* Utility costs associated with the use of the computer or occupation of the home;
* Equipment supplies (these should be requisitioned through the department); and,
* Travel expenses associated with commuting to and from the central office.

14. The University retains the right to modify, suspend, or end the agreement for any reason including, but not limited to, an employee request supported by the supervisor, as a result of business necessity, a change in operational need, or if the employee fails to fulfill job expectations to a satisfactory level.

15. The remote worker agrees to indemnify and hold The Regents of the University of California harmless from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney’s fees brought by third parties including personal injury, accidents or illnesses (including death), and property loss arising from, but not limited to, their presence at the remote work location.

16. The remote worker understands that he or she is responsible for tax and insurance consequences, if any, of this arrangement, and for conforming to any local zoning regulations.

17. The remote worker agrees to the following additional specific expectations, if any.

*In this section, please note agreement related to scheduling, equipment, etc., such as particular hours of availability; particular days at central office; attendance at particular meetings; number of days of advance notice prior to being required to attend meetings at central office; use of particular equipment/tools; etc.*

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* *Please add lines as needed*.

I have read this UCSF Remote Work Agreement and agree to its terms.

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| --- | --- |
| Remote Worker’s Signature & Date |  |
| Supervisor’s Signature & Date |  |
| Department Manager’s Signature & Date |  |