TEMPORARY REMOTE WORK AGREEMENT for COVID-19 “SOCIAL DISTANCING” CONTINGENCY PLAN

During this time, we are supporting working remotely as often as makes sense for individuals and the operational needs of your unit. We will monitor the business impact and make any necessary adjustments as things unfold in the coming days/weeks.

This agreement specifies the conditions applicable to an arrangement for performing work at an alternate work site on a TEMPORARY basis in response to the COVID-19 “social distancing” contingency plan. This Agreement is between Haas School of Business (“the department”) and [ADD EE NAME] (“Employee”) to establish the terms and conditions for temporarily performing work at an alternate work site with the following frequency (e.g. daily, on the same day every week, or on some routine basis). The agreement begins on DATE and continues until 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, the department may alter this schedule or end the Temporary Remote Work Agreement at any time at its discretion with less than 24-hour’s notice.

1. Employee’s remote work schedule is SPECIFY DAYS AND HOURS (Specify days and hours. If it varies, please include those details).
2. The alternate work site is SPECIFY LOCATION.
3. If location changes, Employee will notify supervisor.
4. Employee’s regular remote work phone number is SPECIFY PHONE NUMBER TO BE USED FOR COMMUNICATION (if EE doesn’t have a work cell, they could set up a Google Voice # or use personal cell #).
5. While working remotely, Employee agrees to:
   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. request supervisor approval in advance of working any overtime hours (if employee is nonexempt);
   e. take rest and meal breaks while working remotely in full compliance with all applicable policies or collective bargaining agreements;
   f. 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. Recognizing that effective communication is essential for this arrangement to be successful, the following methods and times of communicating are agreed upon: [SPECIFY: who (include backup and emergency contacts), when, how often, during what time frames, how (phone, email, chat, etc.)]
8. 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.
9. 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, but reserves the right to make changes with less than 24-hour’s notice.
10. Regarding space and equipment purchase, set-up, and maintenance, the following is agreed upon: [SPECIFY: purchase, set-up, maintenance, provision of supplies, insurance arrangements (consulting Office of Risk Management as necessary), etc., for each piece of equipment, furniture, phones, etc.]
11. The employee agrees to maintain a safe and secure work environment. The employee agrees to allow the university access to assess safety and security, upon reasonable notice.
12. The employee agrees to report work-related injuries to the supervisor at the earliest reasonable opportunity. The employee agrees to hold the university harmless for injury to others at the alternate work site.
13. The employee agrees to use university-owned equipment, records, and materials for purposes of university business only, and to protect them against unauthorized or accidental access, use, modification, destruction, or disclosure. The employee agrees to report to the supervisor instances of loss, damage, or unauthorized access at the earliest reasonable opportunity.
14. The employee understands that all equipment, records, and materials provided by the university shall remain the property of the university.
15. The employee understands that his/her personal vehicle will not be used for university business unless specifically authorized by the supervisor.
16. The employee agrees to return university equipment, records, and materials within X DAYS of termination of this agreement. All university equipment will be returned to the university by the employee for inspection, repair, replacement, or repossession with X DAYS written notice.
17. The employee understands that she/he is responsible for tax consequences, if any, of this arrangement, and for conformance to any local zoning regulations.
18. 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.

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

_______________________ ______________________
Employee and Date

_______________________ ______________________
Supervisor and Date Unit Head or Assistant Dean (If not Supervisor)

_______________________
Haas HR Designee and Date

Return completed and signed form to Haas Talent Consultant, Alicia Martinez (Alicia.martinez@berkeley.edu), who will sign as Haas HR Designee.