

## Remote/Hybrid Work Agreement

Remote Work refers to an arrangement where an employee’s official worksite is not a designated work location of the employer. The employee’s official worksite location may impact tax assessments and insurance options applicable to the employee.

Hybrid Work refers to an arrangement where an employee’s primary worksite is a designated office location of the employer, but the employee has been approved to perform a portion of their duties from an alternate location, such as working from home.

This Agreement is being entered into for (check appropriate box):

- Remote Work                       Hybrid Work

Effective Date: \_\_\_\_\_ End Date \_\_\_\_\_ (optional)

EMPLOYEE INFORMATION			
Employee Name:		Department:	
Job Title:		Job Title Code:	
Manager / Supervisor Name:		Union Code:	
Current Status:	Appointment %:		
<input type="checkbox"/> Full-Time <input type="checkbox"/> Part-Time		<input type="checkbox"/> Exempt <input type="checkbox"/> Non-exempt	

REMOTE WORK SCHEDULE							
Check the days on which the employee will work remotely. If the employee will work an alternating remote schedule (e.g., 3 days of remote work in one week, followed by 2 days of remote work the following week), please complete the lines for both weeks 1 and 2.							
Week 1:	Sunday <input type="checkbox"/>	Monday <input type="checkbox"/>	Tuesday <input type="checkbox"/>	Wednesday <input type="checkbox"/>	Thursday <input type="checkbox"/>	Friday <input type="checkbox"/>	Saturday <input type="checkbox"/>
Week 2:	Sunday <input type="checkbox"/>	Monday <input type="checkbox"/>	Tuesday <input type="checkbox"/>	Wednesday <input type="checkbox"/>	Thursday <input type="checkbox"/>	Friday <input type="checkbox"/>	Saturday <input type="checkbox"/>

This Agreement is a voluntary agreement between the Employee and the Employee's Supervisor on behalf of the Department. The Employee may request Remote Work or Hybrid Work on the basis of a *UCSB Remote/Hybrid Work - Employee Proposal*. Decisions regarding the appropriateness of a Remote/Hybrid Work Agreement are made on a case-by-case basis and are based upon business and operational needs. The employee’s job duties, obligations, responsibilities, standards of performance and conditions of employment with the University remain unchanged. The Supervisor reserves

the right to assign work as necessary at any work site with reasonable advance notice.

This Agreement is intended to renew automatically, annually, unless an earlier end date has been established.

Remote/Hybrid Work Agreements are subject to ongoing review by managers and employees and may be modified at any time with reasonable advance notice.

Remote/Hybrid Work Agreements may be terminated or modified at any time and for any legal reason by either party with 30 days advance written notice whenever possible.

Disagreements between an employee and a manager/supervisor regarding the modification or termination of a remote/hybrid work agreement should be resolved through the process established by the department. If such resolution is not possible, the employee may be able to file a PPSM Complaint (if policy covered) if the Complaint alleges that a management action adversely affected the employee's existing terms and conditions of employment in a material way and the Complaint satisfies the eligibility requirements for processing pursuant to PPSM 70, as determined by Labor Relations. Represented employees may be eligible to file a grievance pursuant to their Collective Bargaining Agreement, if the grievance alleges a violation of a specific provision of the Collective Bargaining Agreement.

There may be an initial trial period, to be agreed upon by both parties, after which the effectiveness of work will be evaluated by the Supervisor. If the Supervisor finds that Hybrid work is not meeting the needs of the Department, the Agreement may be terminated immediately at that time.

1. The Employee will work from the following remote worksite address \_\_\_\_\_ . The Employee will remain available to physically attend scheduled work meetings on campus as requested or required by the Department, as follows:

2. Work Hours: The Employee agrees to take rest and meal breaks while working remotely in full compliance with [all applicable policies](#) or [collective bargaining agreements](#).

3. The Employee must seek advance written approval from the Supervisor to change the Remote/Hybrid Work schedule identified in this Agreement. Advanced written approval is required for the use of vacation accruals, compensatory time off, planned sick leave, or any other leave of absence during a remote work schedule, just as it is for an on-site employee. Any overtime must be approved in advance in writing by the Supervisor.
4. Work-related injuries incurred in the non-University worksite should be reported promptly to the supervisor. Such reports of injuries will be handled in the same manner as reports of injuries in the normal workplace. The Employee agrees to hold the University harmless for any injury to others at the non-University worksite.
5. The University may provide employees with standard IT equipment needed to perform their job duties at an alternate location. The employee is responsible for supplying any additional equipment needed for their workspace not provided by the University. Any University-owned equipment must be properly returned prior to separating from University employment. The employee is responsible for working with the appropriate department to arrange timely return of equipment. The University provides a wide range of tools that aid effective and productive teamwork, including but not limited to virtual private network (VPN) software, single sign on (SSO) & two-factor authentication, email and calendar, soft phone dialer, video and audio conferencing, electronic document storage, and other corporate technology tools such as financial, collaboration and productivity applications. The employee and the unit are responsible for maintaining the compliance of the device and associated programs.
6. If the University provides equipment for use at the non-University worksite, the Employee agrees to provide a secure location for University-owned equipment. The Employee must protect University-owned equipment against destruction, loss or theft, and understands that any such occurrences must be reported to the Supervisor immediately. The Employee agrees not to 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 employees. In the event of equipment malfunction, the Employee must notify the Supervisor immediately. The Supervisor will work with the Employee to complete the necessary repairs and find alternative means to continue the Employee's work, including asking the Employee to report to the main office until the equipment is usable.

7. All equipment, records, and materials provided by the University shall remain University property. The Employee agrees to return the University's equipment, records, and materials to the campus for inspection, repair, replacement, or repossession within 10 days of a written request from the Supervisor. All University equipment must be returned to the campus within 10 days of the termination of this Agreement.

The Employee agrees to use electronic equipment that meets all of the University's security requirements and will comply with best practices for information security in the remote setting, as described here:

<https://www.it.ucsb.edu/it-security-faculty-and-staff/information-security-reminders-remote-work>. The Employee will inform the Supervisor immediately when security matters arise.

8. The University may pay or reimburse the Employee for business related expenses, subject to the provisions and exclusions of [applicable University policy](#).

9. The University will not pay for the following expenses or 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;
- Travel expenses associated with commuting to the designated office.

10. The Employee agrees to make regular personal and dependent care arrangements during the business hours identified in this Agreement.

11. The Employee understands that operating a personal business or performing work for another employer during University work hours and using University resources is prohibited.

12. The Employee understands that they are responsible for all tax and insurance consequences, if any, of this arrangement, and for conforming to any local zoning regulations. If the Employee is working remotely in a state other than California, the Employee has read and signed [Out-of-State Income Tax Withholding](#) in UCPath.

13. The Employee agrees that their personal vehicle will not be used for University business unless specifically authorized in writing by the Supervisor.

14. The Employee has completed, or agrees to complete, the following training within 30 days of starting to work from an alternate work location. All training is available online via the University's Learning Center at

<http://learningcenter.ucsb.edu>

- UCSB Online Ergonomic Training & Assessment Program
- UC Cybersecurity Awareness Fundamentals
- Safety Orientation
- Injury and Illness Prevention Program (IIPP) Training appropriate to the employee's position.

I have read this UCSB Remote/Hybrid Work Agreement and agree to its terms.

## APPROVALS

\_\_\_\_\_  
Employee Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Manager / Supervisor Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Department Head or Designee Name (Optional)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date