

REMOTE WORK AGREEMENT FOR STAFF MAIN CAMPUS

This Remote Work Agreement must be completed for any employee working: 1) fully remote where the employee does not and will not ever access UCI premises; or, 2) fully or partially remote where the employee may access UCI premises. Employees with access to UCI premises may be required to come on-site for certain meetings or activities. All employees may be required to adjust their remote work schedule for operational reasons, as approved or directed by their supervisor.

This agreement is subject to ongoing review and may be amended or terminated by the department at any time with at least 30 calendar days advance notice. All obligations, responsibilities, and terms and conditions of employment with the University remain unchanged, except those obligations and responsibilities specifically addressed in this agreement.

INSTRUCTIONS:

1. Complete the applicable sections below and then route for signatures (Electronic signatures are permissible).
2. Executed agreements should be forwarded to unit HR if not routed via DocuSign

Section I: EMPLOYEE INFORMATION	
Employee Name:	Department:
Job Title:	Supervisor's Name:
Current Status: <input type="checkbox"/> Full-Time <input type="checkbox"/> Part-Time	<input type="checkbox"/> Exempt (not eligible for overtime, paid salary) <input type="checkbox"/> Non-Exempt (eligible for overtime, paid hourly)
Enter Employee ID Number: Visit this link to look up your current employee ID number in UCPath	

Continue to Section II for Exempt Employee or Section III for Non-Exempt Employee

Section II: EXEMPT EMPLOYEE <small>(skip to Section III if non-exempt)</small>
<p>Exempt employees are paid on a salary-basis and are not eligible for overtime.</p> <p>Remote Work Schedule: Exempt employees set their regular working schedule with their supervisor. Any changes to their regular working schedule, including onsite and remote days must be approved in advance by their supervisor. These changes do not necessitate the need for a new Remote Work Agreement.</p> <p>Flexible Work Arrangement: If a fully or partially remote employee is on an alternative work schedule (e.g., 9/80 or 4/10), split schedule, or other flexible work arrangement and the employee and supervisor would like to document this arrangement in this agreement, enter details in Section IV. Changes to flexible work arrangements must be approved by the supervisor in advance, but do not require a new Remote Work Agreement, although it is recommended.</p> <p>Remote Location: For remote work, employees must provide their location in Section V below. A new Remote Work Agreement must be completed when regular remote location changes on a permanent basis. The employee must also keep their home address updated in UC PATH.</p>

Out-of-State Remote Location: Employees may not work from a state other than California unless approved by supervisor, department leadership, and HR Policy & Compliance. Out-of-State employee must follow appropriate tax and labor laws, including completing the Out-of-State Income Tax Withholding form in UC PATH. No staff employees are permitted to work internationally.

Out-of-State Remote Location Acknowledgement (*skip if remote location is within California*):

- The terms of my remote work agreement have been shared with unit HR and approved by HR Policy & Compliance.
- I will review and comply with my state's Mandatory Employment postings, as well as review and comply with any updates to these postings.

Exempt Employee Acknowledgment:

- I have read the information above for exempt employees.

Section III: NON-EXEMPT EMPLOYEE (*skip to Section IV if exempt*)

Non-exempt employees are paid hourly and are eligible for overtime.

Remote Work Schedule:

Non-exempt employees set their regular working schedule with their supervisor. Once set, any changes to their regular working schedule, including onsite and remote days, must be approved in advance by their supervisor. These changes do not necessitate the need for a new Remote Work Agreement.

Non-exempt employees must adhere to meal and rest period requirements as specified by [PPSM-30 \(Compensation\)](#) or the applicable [collective bargaining agreement](#). Non-exempt employees must also record their actual start, end, and mealtimes for each workday on their timesheet and are required to seek advance approval by their supervisor for overtime work.

Flexible Work Arrangement:

If a fully or partially remote non-exempt employee is on an alternative work schedule (e.g., 9/80 or 4/10), split schedule, or other flexible work arrangement and supervisor should document this arrangement in this agreement in Section IV. Changes to such flexible work arrangements must be approved by the supervisor in advance, but do not require a new Remote Work Agreement, although is recommended.

Remote Location:

For remote work, employees must provide their location in Section V below. A new Remote Work Agreement must be completed when regular remote location changes on a permanent basis. The employee must also keep their [home address updated in UC PATH](#).

Out-of-State Remote Location:

Effective October 1, 2022, non-exempt employees are not eligible to work outside California. (For existing non-exempt employees who have previously been approved to work out of state before that date, new agreements must also be routed to WR for review. Any such employees must also follow appropriate tax and labor laws, including completing the Out-of-State Income Tax Withholding form in UC PATH.) No staff employees are permitted to work internationally.

Non-Exempt Employee Acknowledgment:

- I have read the information above for non-exempt employees.

Section IV: ADDITIONAL COMMENTS REGARDING REMOTE WORK SCHEDULE

Optional. Enter any additional details regarding remote work schedule. For example, alternating block schedules (e.g., 9/80 or 4/10); split schedules; other arrangements; and/or any restrictions for number of remote workdays for variable remote work schedules (e.g., up to 3 days remote).

Section V: AGREEMENT DATES AND TERMS

Agreement Effective Date: _____	<input type="checkbox"/> Remote Work End Date: _____ <input type="checkbox"/> Indefinite, subject to modification
Remote Work Location: <i>(full address)</i> _____	Onsite Work Location (if applicable): <i>(full address)</i> _____

Remote Work Authorization:

- I understand that department heads have the authority to establish, approve, or deny remote work requests for individual positions, and that decisions regarding the appropriateness of a remote work arrangement are made on a case-by-case basis based on the department’s operational and business needs.
- I understand that on an occasional basis, I may be required to modify my remote work schedule and/or variable work schedule to meet the operational needs of my department.
- I understand that remote work is not guaranteed, and that this agreement is subject to ongoing review and may be modified or terminated by the department at any time with at least 30 calendar days’ advance notice. (The department may determine a shorter notice period in an urgent or emergency situation, such as an unforeseen staffing shortage or a situation requiring on-site coverage.)
- I understand that I may not relocate to work remotely outside of the state of California without advance approval.
- I understand that I may not work remotely outside the United States.

Work Schedule and Availability:

- I agree to remain accessible by traditional forms of communication (email, text, telephone, Zoom, Teams, etc.) during my scheduled work hours. Should I need to modify my work schedule, I will obtain approval from my supervisor in advance.

Work Location Safety:

- I agree to maintain a safe, secure, and ergonomic work environment, and report work-related injuries to my manager/supervisor at the earliest reasonable opportunity.
- I agree to hold the University harmless for injury to others at the remote worksite.
- I agree to keep my emergency [contact information updated in UCPath](#).

Equipment / Information Security:

- I understand that unless otherwise arranged, I am responsible for providing space, telephone, networking and/or Internet capabilities with appropriate speed at my remote location and will not be reimbursed by the University for these or related expenses.
- I agree 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.
- I agree to report to my supervisor any incidents of loss, damage, or unauthorized access at the earliest reasonable opportunity.
- I understand that all equipment, records, and materials provided by the University shall remain the property of the University.
- I agree to return University-owned equipment, records, and materials within 14 days upon separation from the University. Within 14 days of written notice, I must return University-owned equipment for inspection, repair, replacement, or repossession.
- *[Campus Employees Only]* I have signed or will sign an [Equipment Loan Agreement](#) for UCI equipment I currently have or will be given in future.

Other:

- I understand and agree that my personal vehicle will not be used for University business unless specifically authorized in advance by my supervisor. If approval is received, pursuant to UC Business and Finance Bulletin G-28, I agree to maintain throughout the term of this agreement, and at my own cost and expense, a policy of auto liability insurance with limits of \$50,000 per accident, \$100,000 per occurrence, and \$50,000 property damage.
- I understand that I am responsible for the tax consequences, if any, of this Remote Work Agreement, and for conformance to any local zoning regulations.

- I understand that remote work is not a substitution for dependent care and that, while an employee’s schedule may be modified to complement dependent care needs, the focus of this arrangement must remain on maintaining job performance and meeting business demands.

Acknowledgment:

- I have read and understand this Agreement and the [UC Irvine Remote Work Guidelines, applicable state and federal employment postings](#), and will comply with them.

Section VI:

SIGNATURES

Employee Name

Signature

Date

Supervisor Name

Signature

Date

Department Head (or Designee) Name

Signature

Date

SAMPLE