

Remote Work Agreement APC

This Remote Work Agreement (“Agreement”) is between CSUMB and _____ (“Employee”), and must be signed and approved by the Employee’s Appropriate Administrator and the Associate Vice President for Human Resources. This Agreement is voluntary and may be terminated at any time for any reason upon twenty-one (21) calendar days’ (or less by mutual agreement) written notice to the Employee or Appropriate Administrator. This Agreement is subject to review by the Appropriate Administrator on a quarterly basis, at minimum, and automatically terminates 12 months from the date of implementation. Extensions of this agreement must comply with the Remote Work Agreement Approval process.

CSUMB and Employee agree that the Employee will work remotely on the following terms:

Official Work Location:	* Remote Work Address:
Remote Work Day(s):	Work Hours:
Remote Work Start Date:	 Identify and attach any additional information relevant to work responsibilities and duties while Remote Work.

*Employee agrees that their remote work address must be within the state of California, unless otherwise approved in writing by Appropriate Administrator.

Employee acknowledges and agrees that they will continue to be expected to perform all job responsibilities while working remotely in accordance with the Remote Work Program terms. Employee will meet or communicate with their Appropriate Administrator to receive assignments, review work progress, and complete work as the Appropriate Administrator directs. The Appropriate Administrator shall formulate objectives, expectations, and procedures for evaluating work productivity while the employee is working remotely. CSUMB shall comply with Article 18 (Evaluation) of the CBA and Provision 8.1 (Union Rights) of the CBA.

Employee acknowledges and agrees that they must maintain daily communication during the work days and hours specified in this Agreement with their Appropriate Administrator or designee. Daily communication must be maintained in the manner directed by their Department’s Appropriate Administrator, including by means of readily available technology ordinarily used in the workplace, such as by laptop computer, mobile phone, email, network access, messaging application, videoconferencing with camera video on, instant messaging and/or text messaging at all times during the work days and hours identified above.

Employee agrees to promptly notify their Appropriate Administrator when unable to perform work assignments due to equipment failure or other unforeseen circumstances, and Employee agrees to take reasonable measures to remediate the situation. Employee may be assigned to a project and/or work location that may necessitate immediate termination of the Remote Work agreement.

APC members who cannot effectively work remotely if required to do so pursuant to Section I (D) shall contact University Personnel to discuss alternative options or accommodations. (Examples of Non-Emergency Business Needs are: the Department's failure to plan for an event when provided reasonable notice, and staffing shortages caused by common occurrences, such as an employee calling in sick or staff reductions due to pre-planned leaves).

Employee acknowledges and agrees to comply with all applicable policies and procedures of the University and within the employee's unit as if they were working on-site.

Employee acknowledges and agrees that they are responsible for assuring that their Remote Work Site complies with health and safety requirements. Any equipment, utility charge or internet access not provided by the University is the responsibility of the employee to procure/arrange and at the employee's sole expense, except as specifically provided in this Remote Work Agreement. The Employee agrees to have, at their expense, sufficient internet bandwidth to be able to access the necessary programs, software, and technology to complete their job duties and to have their camera on during meetings. The University will provide any software required for Employee to perform their work duties. Employee agrees to comply with any licensing regulations and restrictions for all software under license to the University.

Employee acknowledges and agrees that any maintenance of CSUMB-supplied equipment for Remote Work, including but not limited to hardware upgrades and software installation, must be performed by a CSUMB-authorized person at a CSUMB work location. If directed by Employee's immediate supervisor or Appropriate Administrator, Employee must bring University equipment to the designated CSUMB location. The University will repair or replace any damaged or lost CSUMB equipment, at its sole discretion, and so long as the participating employee has complied with the terms listed in the CSUMB Device End-User Protocol and CSUMB Property Form.

Employee acknowledges and agrees that the University does not have the ability to safeguard off-site locations, and they are responsible for University issued equipment as described in the CSUMB Device End-User Protocol and CSUMB Property Form. Employee is advised to contact their insurance agent for information regarding insurance coverage for University equipment entrusted to them for use at non-University work sites.

Employee acknowledges and agrees that regular campus help desk support will be provided to them, as it is provided to all employees. Employee is required to bring University-owned equipment to campus if necessary. University-owned assets shall not be serviced anywhere other than by CSUMB IT. The University will not provide technical support for non-University equipment.

Employee acknowledges and agrees that they shall not copy, place on another computer or delete restricted-access materials that are at the University on-site work location or accessed through the

computer, unless approved in advance in writing by the Appropriate Administrator and the campus Information Security Officer (ISO) or designee.

Employee acknowledges and agrees that work performed on behalf of the University from their off-site workplace is official University business. All records, documents, and correspondence (either on paper or in electronic form) must be provided to the University upon request by the participating employee's Appropriate Administrator and/or at the end of the Agreement. Employee shall protect University information from unauthorized disclosure or damage and will comply with federal, state, and University rules, policies and procedures. On request, all applicable rules, policies and procedures shall be provided to the participating employee by their Appropriate Administrator.

Employee acknowledges and understands that information classified under the CSU Data Classification Standard as "Level 1 – Confidential" or "Level 2 - Internal Use" must be stored on University designated information systems. Level 1 and/or Level 2 data should not be stored on remote devices. Any exception should be specifically approved in writing, in advance, by the Appropriate Administrator, the campus Information Security Officer, and the Chief Information Officer or designee. The campus reserves the right to review and inspect any software and hardware used by the participating employee to access Level 1 or Level 2 data. The CSU Data Classification Standard is listed as an Appendix to the Remote Work Program.

Employee acknowledges and understands that if their job activities require access to campus via Virtual Private Network (VPN), the participating employee may be required to use campus-owned computer equipment, in order to protect the integrity of the campus network. Equipment used by the participating employee to connect via VPN must be reviewed by the Information Security Office and approved in writing by the Chief Information Officer.

Employee acknowledges and understands that the release or destruction of records should be done only in accordance with University records retention policy and procedure, and with the approval of their Appropriate Administrator.

Employee acknowledges and understands that the University shall have no responsibility for any private property that may be used, lost or damaged as a result of Remote Work with the exception of damage caused by University-owned equipment that has been documented as defective and documented as having caused the damage. The University shall have no responsibility to reimburse the participating employee for any wear and/or repair of non-University property, even if such property is used by the employee in connection with this Agreement.

Employee acknowledges and understands that the University will not reimburse them for the expense for any supplies that the University regularly provides employees when working at their on-site University work location. Employee may submit an advance written request for approval by their Appropriate Administrator for the purchase of any special supplies not available in the on-site work location. CSUMB will comply with the CBA and Sections III (B) 1 and 2 of the Voluntary Remote Work Program for work-related expenses as a result of remote work.

Employee acknowledges and understands that the University is not responsible for operating costs, home maintenance, property or liability insurance, or other expenses (utilities, cleaning services, etc.) associated with working remotely, or the Remote Work Site.

Employee acknowledges and understands that they are responsible to ensure that safe working conditions exist, including without limitation by ensuring conformity with the Remote Work Home Safety Checklist. Consequently, if an alleged work-related injury occurs, the University shall have the right to promptly make on-site inspection of any Remote Work Site, with advance written notice or at other mutually agreed-upon times. CSUMB agrees Human Resources and/or Risk Management shall contact APC employees prior to any home inspection.

Employee acknowledges and understands that their salary and benefits shall not change as a result of participating in the University's Remote Work Program. Employee is not eligible to receive a reimbursement for travel mileage or parking to attend work related activities at the CSUMB on-site work location.

Employee acknowledges and understands that the requirements and the procedure for requesting sick leave, vacation and other leaves will not change while the Agreement is in effect.

Employee acknowledges and understands that Remote Work is not a substitute for dependent care or medical leave or caring for an ill family member. An employee working pursuant to a Remote Work Agreement is required to make arrangements to care for dependents or ill family members during the agreed upon work days/hours.

Employee acknowledges and understands that a FLSA non-exempt participating employee shall not work overtime without prior written approval from their Appropriate Administrator. If the participating employee works overtime that has been approved in advance, compensation or compensatory time off will be provided in accordance with eligibility guidelines and applicable laws, policies and collective bargaining agreements. A participating employee's failure to obtain prior approval for overtime work may result in termination of Remote Work Agreement.

Employee acknowledges and understands that they shall be responsible for considering and addressing any personal income tax issues relating to any Remote Work Agreement, including without limitation issues relating to Employee's ability to deduct expenses related to Remote Work.

UNDERSTOOD AND AGREED:

Employee Name

Date

APPROVED BY:

Appropriate Administrator Name & Title

Date

Human Resources

Date

cc: Vice President/President

Date

cc: Personnel (Action) File



HOME SAFETY CHECKLIST

The Remote Worker is responsible for ensuring a clean, safe and ergonomically sound home/off-site office as a condition for Remote Work. This form serves as an initial on-site work place hazards assessment of the home/off-site office. All of the conditions below should be reviewed and implemented. The Remote Worker should review this checklist with his/her Appropriate Administrator, and must sign it prior to the start of Remote Work.

Alternative Worksite Physical and Ergonomic Conditions	
☐	The Remote Worker agrees to maintain a clearly defined workspace that is clean, free from distractions and obstructions, and is in ergonomically sound condition.
☐	The work area is adequately illuminated with lighting directed toward the site or behind the line of vision, not in front or above it.
☐	Supplies and equipment (both University and employee-owned) are in good condition.
☐	The area is well ventilated.
☐	All extension cords have grounding conductors.
☐	Exposed or frayed wiring and cords are repaired or replaced immediately upon detection.
☐	Surge protectors are used for computers, fax machines and printers.
☐	Desk, chair, computer and all other equipment used for telecommuting are of appropriate design and arranged to eliminate strain on all parts of the body. See guidelines at https://csumb.edu/risk/ergonomics/
Emergency Preparedness	
☐	Local emergency phone numbers (hospital, fire, police) are readily accessible.
☐	Employee has reviewed the 10 Ways to Be Prepared at Home located at; https://www.caloes.ca.gov/ICESite/Pages/10-Ways-To-Be-Prepared.aspx
☐	Employee has reviewed earthquake preparedness and response resources located at: https://www.earthquakecountry.org/prepare/

By checking each box above and signing below, I confirm that the aforementioned safety conditions are met:

Name of Remote Worker: _____ Date: _____

Signature: _____

WORK SCHEDULE

Employee Name: _____

FTE: _____

Department: _____

Hours/Week: _____

Building: _____

Room#: _____

Classification: _____

☐ Non-Exempt ☐ Exempt*

☐ Initial Work Schedule

☐ Change to Work Schedule (Check one below, if applicable):

☐ Employee has requested this change per the Collective Bargaining Agreement (CBA).

☐ Employee has received written notice of this change in advance per the CBA.

SCHEDULE

☒ Permanent Schedule - Effective Date: _____

☐ Temporary Schedule - Effective Dates: _____ to _____

****Exempt employees do not report hours; please check the box for each work day scheduled.***

ON CAMPUS WORK HOURS

☐ SUN _____ to _____

☐ MON _____ to _____

☐ TUE _____ to _____

☐ WED _____ to _____

☐ THU _____ to _____

☐ FRI _____ to _____

☐ SAT _____ to _____

OFF CAMPUS WORK HOURS

☐ SUN _____ to _____

☐ MON _____ to _____

☐ TUE _____ to _____

☐ WED _____ to _____

☐ THU _____ to _____

☐ FRI _____ to _____

☐ SAT _____ to _____

MEAL BREAK

☐ 30 Min ☐ 60 Min

☐ 30 Min ☐ 60 Min

☐ 30 Min ☐ 60 Min

☐ 30 Min ☐ 60 Min

☐ 30 Min ☐ 60 Min

☐ 30 Min ☐ 60 Min

☐ 30 Min ☐ 60 Min

Meal break: not less than 30 min or more than 60 min.

Employee Signature

Date

Appropriate Administrator Signature

Date

Appropriate Administrator Name