

Short-Term Telecommuting Procedure for Employees in Non-Critical Positions in Response to the Novel Coronavirus 2019 (COVID-19) Outbreak

*Guidelines Effective March 11, 2020 – May 31, 2020**

Objective

The health and well-being of the UCI community is the University's number one priority.

In response to the COVID-19 outbreak, UCI departments may authorize temporary telecommuting arrangements for employees in non-critical positions, performing non-essential business functions.

Telecommuting is not an entitlement, it is not an organization-wide benefit, and it in no way changes the terms and conditions of employment with UCI. Additionally, signing this Short-Term Telecommuting Agreement does not establish a precedent for future telecommuting work, and does not create an expectation that this agreement will be made available in the future, since it has been developed specifically in response to the COVID-19 outbreak.

Procedures

To provide structure and accountability, telecommuting arrangements are to be agreed upon by the employee and supervisor/manager prior to the employee working remotely. The following Short-Term Telecommuting Agreement should be used in all instances in which department leadership has determined that an employee may temporarily telecommute.

If an employee already has an existing telecommuting agreement in place, this temporary telecommuting agreement supersedes the existing agreement. The following agreement should be used instead of modifying an existing agreement because this temporary agreement provides the flexibility necessary to adjust to changing circumstances as the COVID-19 situation continues to evolve.

Eligibility

The following staff appointment types are eligible for telecommuting: career, contract, casual/restricted (including student workers), temporary, and limited.

Vice Chancellors, Associate Chancellors, Deans, and Chiefs shall determine the definition of and identify critical positions. All health care workers are considered exempt from this procedure. The leadership listed above shall also be responsible for determining the list of positions that can feasibly work remotely (telecommute).

*These guidelines are subject to change as the current COVID-19 situation evolves, including but not limited to the extension of short-term telecommuting arrangements as deemed necessary by the University.

UNIVERSITY OF CALIFORNIA, IRVINE- SHORT-TERM TELECOMMUTING AGREEMENT

This agreement outlines the arrangement between _____ (employee) and _____ (department) to allow work to be performed off-site on a telecommuting basis during a specified period as an emergency response to the Novel Coronavirus 2019 (COVID-19) outbreak.

Signing this agreement is a temporary measure only and will be reviewed continuously during this period. The University may alter, extend or terminate this Short-Term Telecommuting Agreement at any time at its sole discretion. Telecommuting is not an entitlement, it is not an organization-wide benefit, and it in no way changes the terms and conditions of employment with UCI. Additionally, signing this Short-Term Telecommuting Agreement does not establish a precedent for future telecommuting work, and does not create an expectation that this Agreement will be made available in the future, since it has been developed specifically in response to the COVID-19 outbreak.

1. **EMPLOYMENT:** In no way does this telecommuting agreement change the terms and conditions of employment with UCI. The duties, obligations, responsibilities and conditions of the telecommuter's employment with UCI remain unchanged. The employee's salary, retirement, leave benefits, and insurance coverage also remain unchanged.
2. **DATES/SCHEDULE:** The terms of this agreement will be in effect from _____ to _____, unless modified, terminated, or extended. Employee will work the following days:

3. **OFFSITE LOCATION:** The telecommuting worksite is located at:

4. **TIMEKEEPING:** The employee will record their time consistent with UCI payroll practices.
5. **DUTIES AND RESPONSIBILITIES:** The employee agrees to carry out their regular and complete job responsibilities and maintain productivity, performance, communication and responsiveness standards as if working onsite. The department may assign additional and/or different duties at its discretion. The employee will comply with all University and department policies and procedures.
6. **OVERTIME AND REST/MEAL BREAKS:** Non-exempt employees will not work overtime without prior approval from their supervisor and are required to take rest and meal breaks while telecommuting in full compliance with [PPSM-30: Compensation](#), [UC Irvine Personnel Procedure 31: Hours of Work and Attendance Records](#), and consistent with their [bargaining unit contract](#).
7. **SPACE AND EQUIPMENT:** The employee is responsible for establishing and maintaining a safe, ergonomically sound, and secure work environment. The employee will establish a functional workspace, including appropriate computer and communications equipment within their telecommuting worksite. Equipment includes hardware, software, modems, phone and data lines, and other office equipment. UCI accepts no responsibility for damage or repairs to employee-owned equipment. If any equipment is supplied by UCI, it is to be used for business purposes only. The employee must sign an inventory of all UCI property received and agree to take appropriate action to protect the items from damage or theft, unauthorized or accidental access. Employee agrees to return all UCI property to UCI upon conclusion of the telecommuting agreement. UCI will not be responsible for costs associated with the setup of the employee's home office, such as remodeling, furniture or lighting, nor for repairs or modifications to the home office space.

8. **SECURITY:** Consistent with UCI's expectations of information security for employees, the employee is expected to ensure the protection of proprietary, private, and sensitive information accessible from their remote office. Steps include the use of locked file cabinets and desks, regular password maintenance, and any other measures appropriate. The employee agrees that only such information as is necessary for the completion of their assignments will be transferred to and/or printed at their telecommuting worksite.
9. **SAFETY:** The employee is expected to maintain their home workspace in a safe manner, free from safety hazards. Injuries sustained by the employee in an offsite location and in conjunction with their regular work duties, during agreed upon working hours, must be reported promptly by the employee to their supervisor. Such reports of injuries will be handled in the same manner as reports of injuries in the normal workplace. The telecommuting employee should not receive visitors, on work-related matters, at the off- site location. The employee agrees to hold the University harmless for injury to others at the telecommuting worksite.
10. **DEPENDENT CARE:** Telecommuting is not designed to be a replacement for appropriate dependent care. The employee should make regular dependent care arrangements. However, employees unable to come to work due to a COVID-19 related closure (day care, school, etc.) that requires them to be home with their dependent, may work remotely if operationally feasible.
11. **BUSINESS EXPENSES:** Legitimate business expenses may be reimbursed by the department if pre-approved by the supervisor. If not previously specified or approved by supervisor, the employee is responsible for expenses incurred.

UCI may pay for the following expenses if pre-approved:

- Charges for business-related telephone calls where the employee incurred additional costs;
- Maintenance and repairs to UCI-owned equipment;
- Office supplies normally required in the course of business.

UCI will not pay for the following expenses:

- Maintenance or repairs of privately owned equipment;
- Setup of the employee's home office, such as remodeling, furniture or lighting, nor for repairs or modifications to the home office space;
- Utility costs associated with the use of the computer or occupation of the home;
- Equipment supplies.

In signing below, the employee confirms they have read, understand, and will comply with all provisions of the University policies and procedures referenced below.

Employee: _____

Date: _____

Manager: _____

Date: _____

Department Head: _____

Date: _____

References:

Personnel Policies for Staff Members

[PPSM-30: Compensation](#)

[OSHA Workplace Safety Notice](#)

[ADA Americans with Disabilities Act](#)

[PPSM: 2.210: Absence from Work](#)

[Workers' Compensation Notice](#)

Personnel Procedures for UCI Staff Members

[UCI Procedure 31: Hours of Work and Attendance Records](#)

Bargaining Unit Contracts

<https://ucnet.universityofcalifornia.edu/labor/bargaining-units/index.html>