A. Introduction

The purpose of these guidelines is to help supervisors and employees develop remote work arrangements that are clear, policy compliant, and in the best interest of both the University and the employee. Supervisors are also expected to follow these guidelines when developing and approving remote work arrangements. A remote work agreement must be completed before the employee begins a traditional remote work arrangement (See Attachment I).

Guidelines on remote work are not intended to serve as a substitute to the interactive process as defined by the Americans with Disabilities Act (ADA). While remote work may be a reasonable accommodation under the ADA, reasonable accommodation requests are separate and distinct from these guidelines and reviewed on a case-by-case basis. Supervisors are expected to work closely with the University Disability Management Consultants during the interactive process.

The opportunity to work remotely is a privilege that may be appropriate for some positions. The remote work arrangement is evaluated on a case-by-case basis, subject to approval at management’s sole discretion and does not change the terms and conditions of employment with the University. Selection decisions will be in alignment with the University’s policy on Discrimination, Harassment, and Affirmative Action in the Workplace.

B. Definition

Remote work is an arrangement in which the employee performs regularly scheduled work from an alternative worksite for all or part of a workweek. Successful remote work arrangements serve the needs of both the employee and the University.

There are two types of remote work arrangements: (1) traditional remote work arrangements and (2) temporary remote work arrangements.

A traditional remote work arrangement is part of an employee’s regular, ongoing schedule, and is established when management follows the guidelines set forth here and determines a remote work arrangement is appropriate. The employee and management must sign a remote work agreement which is attached to these guidelines as Attachment I. The remote work agreement will be reviewed annually and updated if needed.

A temporary remote work arrangement is short in duration and established in response to a unique event, special work assignment, or other circumstance that justifies a short-term remote work arrangement. The employee and management may agree to a temporary remote work arrangement without the need to sign an agreement.

C. Conditions

The following conditions must be met to establish a traditional remote work arrangement:

1. Any remote work arrangement requires a written agreement (See Attachment I).
2. The supervisor and the employee must have a clear understanding of what work will be performed and the manner in which it is to be completed.
3. Remote work is not a substitution for child or dependent care. Although an employee’s schedule may be modified to complement child or dependent care needs, the focus of the arrangement must remain on maintaining job performance and meeting business demands.
4. If an employee is in a non-exempt position, the supervisor and employee must closely monitor work schedules, meal and rest periods, and time tracking to ensure that overtime policies and other work rules are properly observed. Supervisors seeking remote work for non-exempt positions should work
with their assigned Human Resources Business Partner on a case-by-case basis.

5. Employee has an appropriate and safe workspace conducive to performing their duties.

6. A trial period of at least 30 days is to be established. During the trial period, the supervisor and employee must evaluate the effectiveness of the remote work arrangement and whether to extend the agreement.

D. Authority

Department authorities (deans, vice chancellors, associate chancellors, chiefs, or their designees) have the authority to approve remote work arrangements.

In the event that more employees request remote work arrangements than a department can reasonably accommodate, the department is expected to respond to requests in accordance with these guidelines, in a way that is fair and equitable to all employees and that supports the requirements and operational needs of the department.

E. Implementation Steps

The supervisor is responsible for determining if remote work is a viable option for the employee and the position. If the supervisor determines a traditional remote work arrangement is feasible, the supervisor obtains approval from their department authority. The supervisor then works with the employee to establish the formal written agreement which must then be signed by the department authority.

1. The supervisor will determine if remote work is a viable option for the employee and the position by considering factors including, but not limited to, the following:
   - **Job responsibilities and nature of the work.** The supervisor should determine whether the job responsibilities and nature of the work lend themselves to remote work. For example, jobs that entail working alone or working with equipment that can be kept at the alternate work site may be suitable for remote work. However, jobs that require physical presence at the worksite to perform effectively are normally not suitable for remote work.
   - **Equipment.** The supervisor should determine whether the employee has all the equipment necessary to perform the work remotely, and whether the employee needs specialty equipment to perform their job. Environmental Health and Safety is available as a resource to provide information on a safe and ergonomically sound work environment. All equipment that is to be provided by the University must be approved by the appropriate department approver and be consistent with University purchasing guidelines.
   - **Security.** The alternative worksite must ensure the accessibility and protection of proprietary, private, and sensitive information.
   - **Cost effectiveness.** The supervisor should review any cost savings the department would realize or additional expenses the department would incur as a result of any agreement.
   - **Scheduling.** The supervisor should consider whether the employee would be available during normal business hours and/or when the department needs to contact the employee.
   - **Department workload.** The supervisor should evaluate whether the remote work arrangement would adversely impact the services or workload of the department.

2. After the supervisor determines a traditional remote work arrangement is feasible, the supervisor is responsible for obtaining approval from their department authority.

3. If a traditional remote work arrangement is approved, the employee is responsible for confirming their ability to meet the following requirements:
   - **Security.** Ensuring that University equipment and records are maintained in a safe and secure condition.
   - **Equipment.** Using University equipment primarily for University business.
   - **Availability.** Being available for contact during the agreed-upon remote work schedule and
ensuring that University records are available to the department when requested.

- **Communication.** Communicating regularly with their supervisor and providing updates as appropriate. The employee must communicate with their supervisor if they experience any issues or challenges while remote work that may interfere with their performance.
- **Commute.** The employee must be able to report onsite or travel when required.

4. The supervisor works with the employee to complete the remote work agreement (Attachment I), obtains signatures, and forwards a copy to their local HR representative.

5. During the period of remote work, the supervisor and employee are both responsible for:
   - **Equipment.** An inventory of University equipment, including serial numbers or other identifying information, shall be completed before the employee begins remote work, and updated as needed. University equipment must be available for inspection, maintenance, and repair, which may require the employee to bring equipment to their primary work location.
   - **Workplace Injuries.** The employee must immediately report work-related injuries incurred in the alternative worksite, during agreed upon working hours, to their immediate supervisor. Work-related injuries will be handled in the same manner as injuries incurred at the employee’s primary worksite.
   - **Evaluation.** The effectiveness of the remote work arrangement will be periodically evaluated with consideration for employee performance, impact to the office, and employee welfare. Ending or modifying the terms of the arrangement may be required.

F. References

University of California Policies

[Discrimination, Harassment, and Affirmative Action in the Workplace](#)

Represented employees

See appropriate [collective bargaining agreement](#).

Personnel Policies for Staff Members

[PPSM-3: Types of Appointment](#)
[PPSM-22: Probationary Period](#)
[PPSM-23: Performance Evaluation](#)
[PPSM-30: Compensation](#)
[PPSM: 2.210: Absence from Work](#)
[OSHA Workplace Safety Notice](#)
[Workers' Compensation Notice](#)
[ADA Americans with Disabilities Act](#)

Personnel Procedures for UCI Staff Members

[UCI Procedure 31: Hours of Work and Attendance Records](#) UC Business and Finance
[UC Business and Finance Bulletin G-46: Guidelines for the Purchase and Use of Cellular Phones and Other](#)

Portable Electronic Resources

[UC Policy G-28: Travel Regulations](#)
I. Attachment

UNIVERSITY OF CALIFORNIA, IRVINE
REMOTE WORK AGREEMENT

This agreement outlines the arrangement between [Employee] and [Department] to allow work to be performed from an alternative worksite.

Remote work is an arrangement in which the employee performs regularly scheduled work from an alternative worksite for all or part of a workweek. The arrangement is intended to create flexible conditions where employees will complete their work effectively. Successful remote work arrangements serve the needs of both the employee and the University.

A. EMPLOYMENT: This remote work agreement does not change the terms and conditions of employment with UCI. The duties, obligations, responsibilities, and conditions of the remote worker’s employment with UCI remain unchanged. The employee's salary, retirement, leave benefits, and insurance coverage shall remain the same.

B. DURATION: Supervisors will review remote work agreements on an annual basis. Agreements will automatically renew unless the supervisor determines to revoke or modify the terms of the agreement. Supervisors reserve the right to revoke or modify the terms of the agreement, including the duration, at any time. At least two weeks’ prior written notification to the other party is to be provided and the employee must return to an assigned on-site workplace.

C. WORK HOURS:

FLSA exempt: Employees designated as FLSA exempt are exempt from overtime rules and shall perform work as necessary to meet the expectations of the department. The employee will maintain and submit records of work performed as required by the department. The work hours when employee works in an alternate location may differ from standard work hours worked on-site.

| FLSA exempt: Days and hours the employee is normally expected to work on- and off-site: |
|---|---|---|---|---|---|---|---|
| MON | TUE | WED | THUR | FRI | SAT | SUN |
| Hours |
| Location |

FLSA non-exempt: Employees designated as FLSA non-exempt are expected to adhere to overtime rules and must work during the scheduled hours, regardless of whether they are working on- or off-site. The employee will maintain and submit timekeeping records, including breaks and meal periods. The breaks and meal periods should remain FLSA compliant. Overtime must be pre-approved by the employee’s supervisor.

| FLSA Non-Exempt: Days and hours the employee is normally expected to work on- and off-site: |
|---|---|---|---|---|---|---|---|
| MON | TUE | WED | THUR | FRI | SAT | SUN |
| Hours* |
| Location |
| Time In/Out** |
Breaks

Meal Period

*Non-Exempt employees must record actual hours worked in their time reporting system.
**Changes to the days and hours of work will be permitted only upon prior approval by the supervisor.

D. ALTERNATIVE WORKSITE LOCATION: The remote work worksite is located at: [address, type of location i.e., personal residence address]

E. TIMEKEEPING: The employee will record their time consistent with UCI payroll practices.

F. DUTIES AND RESPONSIBILITIES: The employee agrees to carry out their full job responsibilities as assigned by the department and understands that this agreement does not modify their employment arrangement with the University, except as specified.

1. The employee will be responsible for all duties, obligations, and conditions of employment and for compliance with all University policies, procedures, and other laws and regulations.
2. The employee will be evaluated on their performance in accordance with established departmental protocols and practices in the same manner as if they were present at the primary location.

G. COMMUNICATION: The employee will communicate with their supervisor through email, telephone, messaging system, or other appropriate means, and will be available to the department during scheduled days and hours as specified in this agreement.

1. The following times of communicating are agreed upon as: [specify who (include back-up and emergency contacts), when, how often, during what timeframes]
2. The following methods of communicating are agreed upon as: [specify how employee is expected to communicate (phone, text, Microsoft Teams, Zoom, etc.)]

H. SPACE AND EQUIPMENT: The employee is responsible for establishing and maintaining a safe, ergonomically sound, and secure work environment. Environmental Health and Safety is available as a resource to provide information on safety and how to maintain ergonomics. The employee will establish a functional workspace, including appropriate computer and communications equipment, within their remote work worksite. UCI will not be responsible for costs associated with the setup of the employee’s home office, such as remodeling, lighting, or for repairs or modifications to the home office space. Equipment includes hardware, software, phone and data lines, and other office equipment. UCI accepts no responsibility for damage or repairs to employee-owned equipment. UCI may provide standard equipment to enable effective remote work arrangement, pending department approval. Ergonomic requirements in the employee’s offsite workspace will be reviewed by management for purchase.

1. If any equipment is supplied by UCI, it is to be used primarily for business purposes only.
2. The following is an inventoried list of all UCI property received: [include all equipment to be used including serial numbers or other identifying characteristics (e.g. model numbers)]. The employee will return the items to UCI upon conclusion of the remote work agreement. Upon separation from the University, employees are responsible to return all University property to the designated University location.
   a. The employee agrees to report to their supervisor instances of loss, damage, or unauthorized access at the earliest opportunity.
   b. All maintenance on any University-supplied equipment will be performed by a University-authorized person at a University work location at the University's expense.
c. The employee will safeguard University-owned equipment and protect it against unauthorized or accidental access, use, destruction, loss, or theft. The employee understands that, although University-owned equipment may be used for incidental personal use, such use shall not interfere with the business use of the equipment. Use of University-provided equipment, software, data, and supplies at a remote work location is limited to the authorized employee to be used primarily for University business purposes only. University software may not be accessed for personal use, duplicated or used by non-University personnel.

I. SECURITY: Consistent with the 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 appropriate measures. When accessing University resources from off site, employees must connect via the University’s VPN. 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 remote worksite. Should there be an incident, the employee will report a security incident at: https://security.uci.edu/incident.html.

J. SAFETY: The employee is expected to maintain their alternative 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 remote work employee should not receive visitors for work-related matters at the off-site location. The employee agrees to hold the University harmless for injury to others occurring at the remote work worksite.

K. DEPENDENT CARE: Remote work is not designed to be a replacement for appropriate child or dependent care. The employee should make regular dependent care arrangements.

L. BUSINESS EXPENSES: Legitimate business expenses may be reimbursed by the department if pre-approved by the appropriate department approver. If not previously specified or approved by the supervisor, the employee is responsible for expenses incurred.

UCI may pay for the following expenses:
- Charges for business-related telephone calls where the employee can demonstrate additional costs were incurred;
- Maintenance and repairs to UCI-owned equipment;
- Office supplies normally required in the course of business;
- Other business-related expenses that are compliant with University guidelines.

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, lighting, or for repairs or modifications to the home office space;
- Utility costs associated with the use of the computer or occupancy of the home.

The employee understands they are responsible for tax consequences, if any, of this arrangement, and for conformance to any local zone regulations.

M. USE OF PERSONAL VEHICLE: The employee agrees that their personal vehicle will not be used for University business unless specifically authorized by the supervisor. If approval is received pursuant to UC Business and Finance Bulletin G-28, the employee agrees to maintain a policy of auto liability insurance with limits of $50,000 per accident, $100,000 per occurrence, and $50,000 property damage, throughout the term of this agreement and at the employee’s own cost and expense.
N. **ACKNOWLEDGEMENT:** The parties each acknowledge that the voluntary arrangement created by this remote work agreement may be evaluated on an ongoing basis to ensure that the employee's work quality, efficiency, and productivity, as well as that of the department, is not compromised by the continued existence of this remote work agreement. It is understood that UCI is not obligated to approve a proposal for a remote work arrangement or to renew an existing remote work agreement. The decision is at the discretion of the department authority (deans, vice chancellors, associate chancellors, chiefs, or their designees). The agreement can be terminated or modified with at least two weeks' written notice by either party, subject to management approval.

O. **DEPARTMENT-SPECIFIC GUIDELINES:** Specific department programs, if any, are outlined in the document attached.

In signing below, the employee, the supervisor, and the department authority acknowledge that this agreement is voluntary and that they will abide with all the terms and conditions of the agreement.

_________________________________________________________________________  ____________________
Employee     Date

_________________________________________________________________________  ____________________
Supervisor     Date

_________________________________________________________________________  ____________________
Department Authority     Date
(dean/vice chancellor/associate chancellor/chief/designee)