

The scope of these guidelines covers alternative work arrangements outside the COVID-19 pandemic environment. For COVID-19-related telecommuting guidance, please refer to [UCSC Staff Employee Situational Telecommuting Guidelines](#).

UCSC Staff Employee Routine Telecommuting/Remote Work Guidelines

Summary

With technology enabling greater flexibility in how we work together, the University encourages all supervisors, managers and staff to think creatively about enriching our work environment in order to optimize employee engagement and results. One of the ways we are doing this is with routine telecommuting and remote work arrangements.

The following guidelines provide a general framework for these established flexible work arrangements; however, they do not attempt to address the special requirements of all staff employees or positions. Specific conditions and agreed-upon work arrangements are outlined in a Routine Telecommuting/Remote Work Agreement, which is prepared jointly and signed by an employee and their supervisor/manager (supv/mgr) and subject to the department head/senior manager's approval.

Definitions

- **UCSC worksite:** Physical UCSC campus or a UCSC-maintained location other than campus.
- **Regular UCSC worksite:** Primary UCSC worksite location at which an employee would perform their work.
- **Routine telecommuting (hereafter referred to as “telecommuting” in this document):** Working off-site that is part of an established arrangement that allows an eligible employee (whose regular worksite location is at a UCSC worksite) to work on a regular, part-time basis at an alternate location other than a UCSC worksite. The arrangement can be a set schedule or variable/upon request. Routine telecommuting can occur in the Santa Cruz region, anywhere in the State of California, or in the United States. Employees are not approved to work outside the United States due to significant variation in labor laws, benefit availability, tax consequences, and other considerations. Routine telecommuters working on-site three or more days per week will have an assigned work location (e.g., office or cubicle) at a UCSC worksite. Those working on-site fewer than three days per week will have access to dedicated on-site hoteling workspaces at a UCSC worksite.
- **Remote work:** Working off-site that is part of an established arrangement that allows an eligible employee to work entirely at an alternate work location other than a UCSC worksite. Remote work can occur in the Santa Cruz region, anywhere in the State of California, or in the United States. Employees are not approved to work outside the United States due to significant variation in labor laws, benefit availability, tax consequences, and other considerations. Remote workers will not have an assigned work location (e.g., office or cubicle) and may have access to on-site hoteling workspaces at a UCSC worksite. Prior to a remote worker having physical presence at a University location or program, their supv/mgr must ensure the remote worker is compliant with relevant vaccination policy.
- **Situational Telecommuting:** Working off-site that is NOT part of a previously established alternative work arrangement. In the event of circumstances in which conditions for routine telecommuting and/or remote arrangements are not feasible (e.g., a pandemic, natural disaster, strike, etc.), staff employees will follow [UCSC Staff Employee Situational Telecommuting Guidelines](#).
- **Exempt employees:** Employees who, based on duties performed and the manner of compensation, are exempt from the Fair Labor Standards Act (FLSA) minimum wage and overtime provisions. Exempt employees are paid an established monthly salary and are expected to fulfill the duties of their position(s) regardless of hours worked. Exempt employees are not eligible to receive overtime compensation or compensatory time off and are not required to adhere to strict time, record keeping, and attendance rules for pay purposes. Exempt titles are identified in University-wide title and pay plans.
- **Non-exempt employees:** Employees who, based on duties performed and the manner of compensation, are subject to all FLSA provisions. Non-exempt employees are required to account for time worked on an hourly and fractional hourly basis and are to be compensated for qualified overtime hours. Non-exempt titles are identified in University-wide title and pay plans.

Eligibility

A telecommuting or remote work arrangement may be approved for an exempt or non-exempt staff employee when it is in the best interest of and consistent with the operational needs of the University. The decision is at management's discretion and must take into consideration numerous factors, including specific job duties, the nature of the work performed, operational and business requirements, and impact on the department.

Process for Establishing a Telecommuting/Remote Work Arrangement

1. At the supv/mgr's recommendation, the employee completes a self-assessment about their compatibility for telecommuting/remote work.
2. The employee meets with their supv/mgr to discuss eligibility using the self-assessment as a basis for the conversation (if applicable).
3. The employee and supv/mgr develop a Routine Telecommuting/Remote Work Agreement.
4. The employee and supv/mgr sign the Agreement and may obtain an optional additional signature.
5. A copy of the signed Agreement is submitted to SHR-ELR for the employee's personnel file.

Policies

Telecommuting/remote work does not change the conditions of employment or applicability of University policies. Additional policies are included throughout these Guidelines. The employee will agree to abide by all UCSC policies and procedures, including Personnel Policies for Staff Members (PPSM) and collective bargaining agreements regarding overtime, holidays, vacation leave and sick time.

Routine Telecommuting/Remote Work Agreements

The employee and supv/mgr jointly develop a Routine Telecommuting/Remote Work Agreement that outlines specific conditions and agreed-upon work arrangements. An Agreement is at the discretion of the supv/mgr and department head/senior manager and may be reviewed and reevaluated at any time. An Agreement is strictly voluntary, may be subject to modification or termination at any time based on operational or business needs, and may be withdrawn or terminated with at least two (2) weeks written notice by either party to the other party.

Work Schedule

The employee will maintain regularly scheduled and approved work hours as agreed upon in the Routine Telecommuting/Remote Work Agreement and will be fully accessible during those hours. Exempt employees will agree to be available during specific agreed-upon core hours.

Work schedules are subject to ongoing review and changes are at the discretion of the supv/mgr (in a manner that meets the specific requirements of an individual employee). Any changes to an approved schedule or alternate work location must be reviewed and approved by the supv/mgr in advance.

Non-exempt employees must not work overtime without prior approval from their supv/mgr and are required to accurately report work hours and strictly adhere to required rest and meal breaks in full compliance with policies or [collective bargaining agreements](#) and federal, state and local guidelines.

Duties and Assignments

While telecommuting/remote working, the employee is expected to maintain the same productivity, performance, communication and responsiveness standards as if working at the regular UCSC worksite.

The employee and supv/mgr will establish an agreed-upon plan covering general duties and assignments to be performed, receiving and returning of assignments and reporting into the supv/mgr while telecommuting/remote working. The supv/mgr reserves the right to assign other work, as necessary, at any worksite (in a manner that meets the specific requirements of an individual employee).

The employee's job responsibilities, standards of performance and performance appraisals remain the same as if working at the regular UCSC worksite.

Communication

While telecommuting/remote working, the employee is expected to maintain a presence using agreed-upon technology and to be available to their supv/mgr, coworkers and customers with the same response times as if at the regular UCSC worksite.

The employee will maintain contact and notify their supv/mgr, coworkers and customers of any changes in their posted telecommuting/remote work schedule.

Working Environment

While telecommuting/remote working, the employee is responsible for ensuring a worksite environment suitable for accomplishing their regular job duties during scheduled hours of work and, if applicable, arranging for dependent care just as they would if they were working at the regular UCSC worksite.

Safety

The employee is responsible for completing a [Self-Certification Safety Checklist](#) and maintaining a safe and secure work environment, including maintaining the alternate worksite in an ergonomically sound manner. The employee will be directed to [Ergonomics](#) as a resource for information on a safe and ergonomically sound work environment.

An accident from the remote work location indicated on the Routine Telecommuting/Remote Work Agreement will be considered job-related if the injury was incurred in the course and scope of the employee's job duties and during the employee's scheduled hours of work (as articulated within the Routine Telecommuting/Remote Work Agreement).

The employee is responsible for reporting any work-related injuries to the supv/mgr at the earliest opportunity, and injuries will be handled in the same manner as reports of injury at the primary worksite.

The employee will agree to hold the University harmless for injury to others at the alternate worksite. The employee may not conduct in-person work-related meetings at the alternate worksite.

Equipment and Records

The University may provide equipment, software, data, supplies and materials for use during the telecommuting/ remote work assignment, based on the position requirements and within the resource limitations of the department.

If the employee will have custody of UCSC-owned equipment at a location other than a UCSC worksite, the items being removed must be logged on a [UCSC Non-Inventorial Equipment Removal Request Form](#) to ensure accurate tracking of UCSC property.

University-owned equipment, records and materials may be used for purposes of University business only and must be protected against unauthorized or accidental access, use, modification, destruction, loss, theft, or disclosure. Incidental personal use is not permitted to interfere with the use of the equipment for University business or add any more than an immaterial incremental cost to the unit.

The University will repair University equipment when that equipment is damaged by an employee during the course and scope of their job duties and the employee's work hours. When the employee uses personal equipment, software, data, supplies and furniture, the employee is responsible for the maintenance and repair of these items unless other arrangements have been made in advance and in writing with the supv/mgr.

The employee will agree to allow the University access to maintain, repair, inspect, or retrieve University-owned equipment, software, data, supplies and furniture at the alternate worksite, upon reasonable notice.

All University-owned equipment must be returned to the University by the employee for inspection, repair, replacement or repossession with 14 days' written notice. The employee must agree to return University equipment, records, and materials within 14 days of termination of the Routine Telecommuting/Remote Work Agreement.

The employee is responsible for reviewing University policies and guidelines for proper record management:

[Records Management Requirements.](#)

[Proper Management of Electronic Communications as Records.](#)

[FAQs on Electronic Messages](#)

Reimbursable Expenses

Remote and telecommuting employees who are working outside of the job location at their own convenience are not on travel status as defined in [Business and Finance Bulletin G-28, Travel Regulations](#), as “the period during which a traveler is traveling on official University business outside the vicinity of their headquarters or residence.” If an employee must travel to their job location that is considered a non-reimbursable commuting expense.

Reimbursement for work-related travel should be made from the employee's job location, not from where the employee's services are performed (for remote employees, the employee's home or other work location).

Remote and telecommuting employees working from home or other alternate locations outside of the job location at their own convenience are not on travel status and not eligible for meal reimbursement. Similarly, meals taken at home or other alternate locations (or delivered) during a Zoom business meeting are not reimbursable based on guidance received from the UC Office of the President, per policies [G-28](#) and [BUS-79](#).

Only business-related equipment that can be returned to the office at the end of the arrangement will be reimbursed. If any item needs to be installed, charges related to the installation are the responsibility of the employee. Other expenses (utilities, rent, furniture, etc.) will not be reimbursed.

Departments will evaluate on a case-by-case basis where reimbursement is necessary for employees with specific needs not already met with existing resources and only allowable if the University-issued office equipment (e.g., computer, printer, keyboard) can't be relocated or the employee does not already have personal equipment at the alternate worksite to enable them to perform their work duties.

An employee may request reimbursement for the business use of an internet or similar service if it is needed for the employee to perform their job duties and it would not be practicable or cost-effective for the University to separately purchase and the internet or similar service does not currently exist in the employee's alternate remote workspace. Reimbursement shall be made for partial business use of internet, cellular, or similar services purchased with an employee's own funds if the individual incurs additional charges over the plan limit related solely to the business use. An employee may request reimbursement for the business use of a cellular phone or similar device purchased with the employee's own funds if the individual incurs additional charges. In such a case, the reimbursement will be at the excess minute rate, contingent upon receipt of supporting documentation. No reimbursement will be made for business calls or a percentage of total business calls made within the package minutes covered under the employee's plan.

Expenses will be reimbursed only if the supv/mgr agrees in advance. Below are University of California policies on reimbursable expenses:

[Travel Regulations](#)

[Expenditures for Business Meetings, Entertainment, and Other Occasions](#)

[Guidelines for the Purchase and Use of Cellular Phones and Other Portable Electronic Resource](#)

Security

The employee will be responsible for the safety and security of University-owned all equipment, records, and materials at the alternate worksite. This includes remaining up-to-date with [Information Technology Services Security Guidances](#) and maintaining data security and record confidentiality in the same manner as when working at the regular University worksite.

The employee will implement steps for good information security in the alternate worksite location and will check with their supv/mgr when security matters are an issue. The employee must report to the supv/mgr any instances of loss, damage, or unauthorized access at the earliest opportunity.

The employee must follow all IT policies, including not duplicating University-owned software and adhering to manufacturer's licensing agreements. Restricted-access materials will not be taken out of the office or accessed through the computer unless approved in advance by the supv/mgr and department head/senior manager. The employee must ensure information is not disclosed in violation of [FERPA](#) or other state or federal laws, regulations, or UC policies and practices and is responsible for reviewing University policies and guidelines for protecting information, including:

[Stay Secure While Working Remotely](#)

[How to Stay Secure](#)

[UCSC's Acceptable Use Policy](#)

[UCSC Implementation of the UC Electronic Communications](#)

[UCSC Email Policy & Privacy](#)

[IT Policies & Guidelines](#)

Other

An employee's personal vehicle may not be used for University business unless specifically authorized in writing by the supv/mgr in advance of such use. If approval is received and pursuant to UC Business and Finance Bulletin [G-28](#), the employee must maintain throughout the term of this Routine Telecommuting/Remote Work Agreement and at their 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. An employee may use personal vehicles while on travel status.

The employee will be solely responsible for any and all tax and/or insurance consequences/deductions, if any, of this arrangement and compliance with any local laws/regulations (including, but not limited to, local zoning laws/regulations). The University will not provide any individual guidance to the employee regarding potential tax or insurance implications, or applicable local laws/regulations, arising from this Routine Telecommuting/Remote Work Agreement nor any guidance regarding any local laws/ regulations that may apply. Should the employee have any tax, insurance, or legal questions relating to this Routine Telecommuting/Remote Work Agreement, the employee is encouraged to consult with their own legal and/or tax professional.