**UC Merced Telecommute Work Agreement**

Telecommute is an arrangement that allows employees to work a combination of telecommute and onsite, e.g., a UC MERCED owned or operated facility. Telecommute work is a voluntary agreement between the manager/supervisor and the employee. The telecommute Agreement should be reviewed periodically. It is recommended the review coincide with the annual performance evaluation. The Telecommute Work Agreement may be discontinued at any time by either party with reasonable advance written notice.

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| **Employee Name:** | **Payroll Title:** |
| **Exempt/Non-Exempt:** | **Bargaining Unit (if applicable):** |
| **Supervisor:** | **Department:** |

1. This agreement begins on \_\_\_\_\_\_ and continues until \_\_\_\_\_\_. It can be withdrawn with 30 days written notice by either party.
2. The following work schedule outlines the employee’s hour of work, office days, and telecommute day(s):

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| --- | --- | --- | --- |
| **Days** | **Hours (PST/PDT)** | **Meal Period (Non-Exempt)** | **Rest Period (Non-Exempt)** |
| Sunday |  |  |  |
| Monday |  |  |  |
| Tuesday |  |  |  |
| Wednesday |  |  |  |
| Thursday |  |  |  |
| Friday |  |  |  |
| Saturday |  |  |  |

1. The telecommute worker will work from the following alternative worksite(s), include address, city, state, zip):

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1. Recognizing that effective communication is essential for this arrangement to be successful, the telecommute worker agrees to be available during the assigned business hours of \_\_\_\_ to \_\_\_\_ (PST/PDT). The following methods of communication are agreed upon: [SPECIFY: cell phone, home phone, voice mail, email, etc.]. The remote worker agrees to respond in a prompt manner as they would at an onsite location. Additionally, the employee agrees to have an online presence. Employee-initiated schedule changes must be discussed and approved in advance by the supervisor.

* For **non-exempt** employees: The telecommute worker will clock-in and clock-out daily, as well as for meal periods, through UC Merced’s official timekeeping system (for example: the Time Reporting System (TRS)). In the event that the timekeeping system is down or if the telecommute worker does not use the official timekeeping system, the telecommute worker will record start and end times via email to the supervisor.
* For **non-exempt** employees: In addition to the meal period, employees shall take regular rest periods. Employees shall take one (1) 15-minute break in the morning and one (1) 15-minute break in the afternoon. The employee shall notify the supervisor/manager when lunch and breaks will be taken.

1. The duties, obligations, responsibilities and conditions of the telecommute worker’s employment with the University remain unchanged. Employees are expected to meet the same performance standards as otherwise required, and supervisors/managers are expected to use the same performance review criteria that are applicable to employees working at a designated UCM location. The employee’s salary, retirement, vacation and sick leave and Extended Sick Leave (ESL) benefits and insurance coverage shall remain the same.
2. The telecommute worker agrees to seek advance approval by the supervisor to change the terms of the work schedule or for use of sick leave/ESL, vacation, compensatory time off, or any other leave of absence in accordance with University policies and procedures, departmental guidelines and/or the appropriate collective bargaining agreement. Any overtime work must be approved in advance by the supervisor.
3. The telecommute worker agrees to remain up to date on all safety-related training, including online ergonomic training available to employees. The telecommute worker agrees to maintain a safe and ergonomically-sound work environment. The employee agrees to allow an authorized University representative to inspect the home office, as needed. The employee further agrees to make workstation safety changes at the telecommute worker’s expense, as recommended. Principles of ergonomics may be found at: <http://ehs.ucmerced.edu/general-safety/ergonomics>.
4. If a telecommute worker incurs an injury arising out of the course and scope of the assigned job duties while working at home/alternate site, the workers’ compensation provisions in place for the state or country in which the telecommute worker is working will apply as applicable. The telecommute worker must notify the supervisor immediately and complete all necessary and/or management-requested documents regarding the reported injury. Please note: Risk Management at UCOP maintains an Out-of-State Workers’ Compensation Policy for employees who work in any state except Alaska, Maine, Nevada, North Dakota, Ohio, Washington, West Virginia, and Wyoming. For those states, separate coverage must be obtained.
5. The telecommute worker agrees not to use his/her personal vehicle for University business unless specifically authorized by the supervisor.
6. The telecommute worker is responsible for maintaining and repairing employee-owned telecommute work equipment at personal expense and on personal time.
7. The telecommute worker agrees to use electronic equipment that has been encrypted and meets all of the University’s security requirements. If the University provides equipment for home use, the Telecommute worker agrees to provide a secure location for University-owned equipment and will not use, or allow others to use, such equipment for purposes other than University business. The University is responsible for maintaining, repairing, and replacing University-owned equipment issued to telecommute workers. In the event of equipment malfunction, the telecommute worker must notify his/her supervisor immediately. If repairs will take some time, the department will find alternative means to continue the telecommute worker’s work including, but not limited to, asking the telecommute worker to report to the main office until the equipment is usable.
8. The telecommute worker agrees to comply with the following electronic policies: [Acceptable Use Policy](http://it.ucmerced.edu/acceptable-use-policy/); [Electronic Communications Policy](http://policy.ucop.edu/doc/7000470/ElectronicCommunications); [IS-3 Electronic Information Policy](http://policy.ucop.edu/doc/7000543/BFB-IS-3), [Minimum Security Standards for Networked Devices](https://it.ucmerced.edu/minimum-security-standards-for-networked-devices/).
9. All equipment, records, and materials provided by the University shall remain University property. The telecommute worker agrees that the equipment listed in Appendix A – Authorization to Use University Property in an Off-Campus Location, will be returned by the employee for inspection, repair, replacement, as needed or requested or upon termination of this agreement. All equipment shall be returned within seven (7) business days of written notice to the employee. It is the telecommute worker’s responsibility to read and accept [BFB-RMP-2: Records Retention and Disposition: Principles, Processes, and Guidelines](http://policy.ucop.edu/doc/7020454/BFB-RMP-2).
10. The telecommute worker will implement good information security practices in the home-office or alternative work site setting, and will check with his/her supervisor when security matters arise. The telecommute worker will comply with [Minimum Security Standards for Networked Devices](https://ucmerced.app.box.com/file/157884136830) and [Information on Security Services and Tools](http://it.ucmerced.edu/security-services-and-tools/).
11. The University may pay or reimburse the employee for business-related expenses, including agreed-upon travel expenses, subject to the provisions and exclusions of [University of California – Policy G-28](http://policy.ucop.edu/doc/3420365/BFB-G-28) and any other applicable University policies.
12. Generally, the University will not pay for the following expenses nor will it reimburse for expenses prohibited by University policy, including, but not limited to:

* Maintenance or repairs of privately-owned equipment;
* Utility costs associated with the use of the computer or occupation of the home;
* Equipment supplies (these should be requisitioned through the department); and,
* Travel expenses associated with commuting to and from the central office (unless otherwise pre-negotiated with the Supervisor or Manager and in accordance with applicable UC policies).

1. The University retains the right to modify, suspend, or end the agreement for any reason including, but not limited to, an employee request supported by the supervisor, as a result of business necessity, a change in operational need, or if the employee fails to fulfill job expectations to a satisfactory level.
2. The telecommute worker agrees to indemnify and hold The Regents of the University of California harmless from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney’s fees brought by third parties including personal injury, accidents or illnesses (including death), and property loss arising from, but not limited to, their presence at the telecommute work location.
3. The telecommute worker understands that he or she is responsible for tax and insurance consequences, if any, of this arrangement, and for conforming to any local zoning regulations.
4. The telecommute worker agrees to the following additional specific expectations, if any.

*In this section, please note agreement related to scheduling, equipment, etc., such as particular hours of availability; particular days at central office; attendance at particular meetings; number of days of advance notice prior to being required to attend meetings at central office; use of particular equipment/tools; etc.*

By effect of my below signature, I understand that UC Merced is under no obligation to approve a request or proposal for a telecommute work agreement. The decision to approve or allow telecommute Work is at the discretion of my department head/supervisor/manager. This agreement and work schedules are subject to ongoing review and may be modified or terminated **at any time** based on performance concerns, evolving business needs, or other. Generally, the supervisor/manager or the employee should give at least 30 days’ notice in advance when changing or terminating this telecommute work agreement. Modifications to this agreement must be made in writing.

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| Telecommute Worker’s Signature & Date |  |
| Supervisor’s Signature & Date |  |
| Department Manager’s Signature & Date |  |

**References:**

[Time Reporting System (TRS)](https://trs.it.ucla.edu)

[Principles of Ergonomics](http://ehs.ucmerced.edu/general-safety/ergonomics)

[Acceptable Use Policy](http://it.ucmerced.edu/acceptable-use-policy/)

[Electronic Communications Policy](http://policy.ucop.edu/doc/7000470/ElectronicCommunications)

[IS-3 Electronic Information Policy](http://policy.ucop.edu/doc/7000543/BFB-IS-3)

[Minimum Security Standards for Networked Devices](https://it.ucmerced.edu/minimum-security-standards-for-networked-devices/)

[BFB-RMP-2: Records Retention and Disposition: Principles, Processes, and Guidelines](http://policy.ucop.edu/doc/7020454/BFB-RMP-2)

[Information on Security, Services, and Tools](http://it.ucmerced.edu/security-services-and-tools/)

[Travel Regulations Policy G – 28](http://policy.ucop.edu/doc/3420365/BFB-G-28)

**Appendix:**

[Appendix I – Authorization to Use University Property in an Off-Campus Location](http://hr.ucmerced.edu/files/page/documents/authorization_to_use_university_property.docx)