



The University  
Corporation

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Procedure Number: HR011

*Rick Evans*

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Rick Evans, Executive Director

**Subject: Remote Work Administrative Policy**

**Effective Date: 03-14-2022**

**Revisions:**

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## **Purpose**

Remote work allows employees to work at home for all or part of their workweek. The University Corporation (TUC) considers this to be a viable, flexible work option, when both the employee and their position responsibilities are suited to such an arrangement. Remote work may be appropriate for some employees and positions but not for others. Remote work is not an entitlement, it is not a companywide benefit, and this policy does not change the terms and conditions of employment with TUC.

## **Objective**

This administrative policy is designed to promote employee well-being, enhance TUC's ability to recruit highly qualified candidates, and increase retention of a talented workforce. Reduced commuting is also environmentally friendly and saves personal transportation costs.

## **Policy**

Remote work can be informal, such as working remotely for a short-term project or period, or a formal, quasi-regular schedule of working away from the office as described below.

An employee may request to participate in the remote work program if they meet all eligibility requirements. Remote work agreements do not automatically transfer if an employee's role or status changes. Agreements are subject to approval, modification, or revocation at any time at the discretion of the supervising manager or Executive Director.

Remote work will include regular interaction via video meetings, phone, and through e-mail between the employee and their supervisor as well as face-to-face meetings to discuss expected outcomes, work progress, and opportunities. The employee and supervisor are expected to

regularly evaluate the effectiveness of their remote work arrangement and adjust, modify, or even cancel the agreement if outcomes are not comparable to expected on-site results in both work quality and quantity.

Any arrangement made may be discontinued at will and at any time at the request of either the employee or the employee's supervisor/manager. Efforts will be made to provide several days' notice of such change to accommodate commuting, child care and other issues that may arise from the termination of a remote work arrangement. There may be instances, however, when no notice is possible.

### **Eligibility**

Individuals requesting formal remote work arrangements must be employed with TUC for a minimum of four months of continuous, regular employment and must be demonstrating satisfactory performance as determined by their supervisor/manager.

Before entering into any remote work agreement, the employee and supervisor/manager, with the assistance of the Human Resource department, will evaluate the suitability of such an arrangement, reviewing the following areas:

- Job responsibilities. The employee and supervisor/manager will discuss the job responsibilities and determine if the job is appropriate for a remote work arrangement.
- Performance. The employee must not have prior corrective or disciplinary action in the last 9 months.
- Employee suitability. The employee and supervisor/manager will assess the needs and work habits of the employee, compared to traits customarily recognized as appropriate for successful remote workers.
- Equipment needs, workspace design considerations and scheduling issues. The employee and supervisor/manager will review the physical workspace needs and the appropriate location for the telework. Additionally, TUC may require an ergonomics evaluation be conducted by a professional.
- Tax and other legal implications. The employee must reside and perform work in the state of California and must determine any tax or legal implications under IRS, state and local government laws, and/or restrictions of working out of a home-based office. Responsibility for fulfilling all obligations in this area rests solely with the employee.

If the employee and supervisor/manager agree, and the Human Resource department concurs, a draft remote work agreement will be prepared and signed by all parties, and a three-month trial period will commence. For employees in the TUC administrative offices, The Executive Director will approve before any remote work agreements are prepared.

## **Job Responsibilities**

Remote work employees will be expected to perform all job responsibilities listed within their job description and as directed by their supervisor. The employee agrees to immediately notify their supervisor when unable to perform work assignments due to equipment failure or other unforeseen circumstances. The employee may be directed to immediately report to campus or use personal leave.

## **Time Worked**

Remote work employees who are non-exempt will be required to accurately record all hours worked using TUC's time-keeping system. Hours worked in excess of those scheduled per day and per workweek require the advance approval of the remote worker's supervisor/manager. Failure to comply with this requirement may result in the immediate termination of the remote work agreement.

## **Equipment**

On a case-by-case basis, TUC will determine, with information supplied by the employee and the supervisor/manager, the appropriate equipment needs (including hardware, software, modems, phone and data lines and other office equipment) for each remote work arrangement. TUC's Human Resources and CSUN Information System departments will serve as resources in this matter. Equipment supplied by TUC will be maintained by TUC. Equipment supplied by the employee, if deemed appropriate by TUC, will be maintained by the employee. TUC accepts no responsibility for damage or repairs to employee-owned equipment. TUC reserves the right to make determinations as to appropriate equipment, subject to change at any time. Equipment supplied by TUC is to be used for business purposes only.

Only TUC employees are authorized to access, view, or use company data, services, and equipment assigned to them.

The employee will establish an appropriate work environment at home for work purposes. TUC 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. Any equipment, utility charges, internet access, or other infrastructure not provided by TUC is the responsibility of the employee to procure/arrange at the employee's sole expense, except as specifically provided.

Any maintenance of TUC supplied equipment, including but not limited to hardware upgrades and software installation, will be performed by a TUC authorized person either on campus or remotely.

**TUC Administration Office:** TUC will supply the employee with appropriate office supplies (pens, paper, etc.) as deemed necessary. TUC will also reimburse the employee for pre-approved business-related expenses, such as shipping costs, or approved equipment, that are reasonably incurred in carrying out the employee's job. If an employee believes that a specialty item is needed, then the remote worker may submit an advance written request to their supervisor.

TUC has an administrative policy for internet/phone reimbursement. Travel to and from the office is not reimbursable and employees may be asked to come to the campus office at any time.

Upon termination of employment, all company property will be returned to the company at the expense of the remote worker, unless other arrangements have been made.

**Research and Sponsored Projects:** Due to some restrictions in allowability of expenditures in externally funded grants and contracts, all expenditure requests pertaining to equipment and office supplies for remote work must be approved by TUC's post-award administration division in advance prior to purchasing. This may also affect eligibility for remote work.

**Agency/Foundation Accounts/MOU's:** Expenditure requests pertaining to equipment and office supplies for remote work will be handled internally by the Agency department or account custodian and will not be handled by TUC.

## **Information Access & Security**

**Information Security:** Adherence and training in all TUC and CSUN information technology security policies and procedures is required. TUC employees are expected to safeguard data, preserve network and information system integrity, and ensure continued delivery of services. Data created or available as work product is a critical asset and must be appropriately secured. Work performed on behalf of TUC by the remote worker at their remote site is official TUC business. All employees are expected to use good judgment and reasonable care to protect and preserve the integrity of equipment, its data and software, and its access. Remote work information security controls should simulate those implemented on campus including regulatory compliance, data privacy, segregation of duties, etc.

Concerns of unauthorized access should be reported to the employee's supervisor and the CSUN IT Department. Information classified under the CSU Data Classification Standard as "Level 1 – Confidential" or "Level 2 - Internal Use" must be stored on TUC designated information systems

and/or devices. Level 1 protected information is intended for use within TUC and access is limited to those with a business “need-to-know”.

**Securing On-site Work Products:** Employees shall not leave Level 1, Level 2, confidential, and sensitive paper documents unattended in areas accessible by unauthorized persons. A remote worker shall protect these documents from the view or access by unauthorized persons. All sensitive documents shall be maintained in accordance with TUC and CSU policies. TUC computing devices must be secure at all times limiting physical access by logging off or locking the computer screen when unattended. Employees shall immediately report any security incidents including account or system compromises, unauthorized use or disclosure, loss of a TUC owned computing device or data, software irregularities that may indicate a possible virus, or similar activity.

**Technical Support:** Regular IT support will be provided to remote workers, as it is provided to all employees. Employees may be required to bring equipment to campus if necessary. TUC owned assets shall not be serviced by a third-party technician without TUC Human Resources approval.

## **Safety**

Employees are expected to maintain their home workspace in a safe manner, free from safety hazards. TUC will provide each remote worker with a safety checklist that must be completed at least once per year. Remote work employees are responsible for notifying the employer of such injuries as soon as practical. TUC is not liable for any property damage to the remote work site, nor any injuries sustained by visitors or household members at the remote work site or sustained by visitors to his or her home worksite. If an alleged work-related injury occurs, TUC shall have the right to promptly make an on-site inspection of any remote work site, with advance notice or at a mutually agreed upon time.

Remote work must not be a replacement for appropriate child care. Prospective remote workers are encouraged to discuss expectations of remote work with family members prior to entering a remote work period.

## **Failure to Comply**

Failure to comply with the requirements of this policy or follow TUC policies and procedures may result in the immediate termination of the employee’s remote work agreement and the employee may be subject to disciplinary action, up to and including termination.