

REMOTE WORK PROCEDURES

The following procedures accompany the Remote Work Policy (Section 16 of the University Policy Manual) for remote work arrangements.

Length of Remote Work Assignment

Remote work assignments may last up to one-year and must be reviewed and renewed at least at the end of each fiscal year by both the staff member and supervisor. If an employee changes positions at the University, the existing remote work assignment is void despite any remaining time noted on the approved request.

General Agreement

Effect of Remote Work on Pepperdine Policies/Procedures

The staff member shall comply with University rules, policies, practices, and instructions and understands that violation of the same may result in termination of the Remote Work Request and/or discipline up to, and including, dismissal from the University.

Remote Work Requests do not change a staff member's classification, compensation, or benefits. The accrual and charging of leave time is subject to the same policies and procedures applicable to non-remote staff members.

Pepperdine University is an "at-will" employer, meaning that the employment relationship between the University and each of its staff members may be terminated at any time by either the University or the staff member, with or without notice or cause. Remote Work Requests are not contracts or promises of employment. Nothing in a Remote Work Request guarantees employment for any specific term, nor alters the "at-will" nature of employment.

Duties of the Position

The staff member must maintain his/her normal workload. The staff member and direct supervisor will agree upon the staff member's duties and responsibilities while working remotely and will memorialize the same in Attachment "A" to the Remote Work Request. Failure to fulfill normal work requirements, both qualitative and quantitative, may be cause for disciplinary action, up to and including, termination of the approved Remote Work Request and/or dismissal from the University.

Availability

The staff member agrees to be flexible regarding his/her schedule in instances where it might be necessary to work at his/her Pepperdine campus workplace at an unscheduled time. The staff member agrees that he/she will not be compensated for travel between his/her home or alternate work location and the Pepperdine campus workplace, with limited exceptions.

The staff member agrees to be available by phone, email, teleconference, or instant messaging during scheduled remote work hours.

Materials/Equipment

The equipment needs for remote employees will vary depending on the duties of each staff member's position. Each department will determine the equipment needs for remote positions. Based on these needs, supervisors may provide equipment and/or services to a remote staff member. Whether equipment will be provided is determined on a case by case basis. Pepperdine equipment needed to complete work obligations will be provided to remote staff members. Employees are responsible to identify and request materials needed to do their work, as well as seek approval from his/her supervisor before additional expenses are incurred. Any University-provided materials or equipment must be cited and approved in the Remote Work Request. A telecommunications allowance will be provided to those who work remote.

Maintenance of Equipment

Maintenance on Pepperdine-owned equipment will be performed only by a Pepperdine authorized technician. The staff member will be responsible for safely bringing or shipping the equipment to the employer-designated repair location. Necessary maintenance and repairs on Pepperdine-owned equipment will be performed at Pepperdine's expense.

Maintenance and repair of staff member-owned equipment is the responsibility of the staff member. Pepperdine is not liable for such equipment even if the staff member is engaged in Pepperdine work at the time of malfunction.

The staff member shall notify his/her supervisor immediately when unable to perform work assignments due to equipment failure/unforeseen circumstances. The staff member may be assigned to another project and/or work location that may necessitate termination of the approved Remote Work Request.

University Office Space

Remote work arrangements may not result in under-utilized on-campus office spaces. Generally, employees who regularly work remotely two or more days a week could be required to use shared campus spaces, in consultation with the Department of Design and Construction. Any special circumstances for maintaining a dedicated on-campus space must be cited and approved in the Remote Work Request.

Protection of University Information

All remote work computers shall be University-owned and managed computers. Such computers will be procured, configured for initial and ongoing University management according to the current standards of University Information Technology before possession by the assigned recipient. This University-provided computer shall only be used for work-related purposes and not used for any other reason. Personal computers and mobile devices shall not be used for work-related purposes, except for personal smartphones, when permitted by the supervisor; such smartphones must be maintained current with all security updates and use Google official apps for accessing Pepperdine Google Workspace.

Safety

The staff member is responsible for maintaining a safe and secure work environment. The staff member must complete a Safety Checklist in the Remote Work Request for the home or alternate work location before remote work begins. The staff member is responsible for maintaining and inspecting the home or alternate work location on a regular basis (no less than annually). The staff member must re-inspect the home or alternate work location when changes occur that might present new workplace hazards and must inform his/her supervisor immediately.

Workers' compensation coverage is limited to injuries to the staff member that occur within designated work areas in the staff member's home or alternate work location during the agreed upon work hours. The staff member agrees to

practice the same safety habits he/she would use at his/her Pepperdine campus workplace and to maintain safe conditions in his/her home or alternate work location. The staff member must follow the normal reporting procedures for reporting illness or injury.

Child/Elder Care

Remote work may not substitute for primary child or home health care giving. If children or adults in need of care are in the home during the staff member's at-home working hours, the staff member agrees to make regular dependent care arrangements during remote work periods. The staff member agrees to provide his/her direct supervisor with a dependent care plan, if applicable, before remote work begins.

Insurance, Indemnification, and Liability

The University assumes no liability for injuries to third parties or for damages to the staff member's real or personal property resulting from participation in a remote work assignment. Staff members on remote work assignments are advised to contact their insurance agent for information regarding home work sites and coverage for injuries to third parties and/or for equipment that is damaged, destroyed or stolen.

The University provides notice that not all homeowner's insurance covers injuries arising out of the business use of the home and notes that renters might not be allowed, pursuant to their leases, to use their residences for business purposes. The staff member is advised to contact his/her insurance agent for information regarding home work sites and coverage for equipment that is damaged, destroyed, or stolen.

The staff member agrees to defend, indemnify, and hold harmless the University from and against any and all claims, demands or liability (including any related losses, costs, expenses and attorney's fees) resulting from, or arising out of injury to or death of third persons that occur at the staff member's home or alternate work location including, but not limited to, injury to or death of the staff member's family members, caused directly or indirectly by the staff member's willful misconduct, negligence, or omissions relating to his/her duties and obligations under these guidelines. The staff member is advised to contact his/her insurance agent for information regarding injuries to third-parties that occur at the home or alternate work location.

Employees are required to notify the University if they choose to relocate outside of California during the remote work assignment and acknowledge they could be affected by working out-of-state.

Tax Implications of Remote Work

The remote staff member assumes responsibility for all tax implications of using a home office. Remote staff members should note that a home office is not an automatic tax deduction. Staff members working remote should consult with a tax expert to examine the tax implications of a home office.

Revocation of a Remote Work Request

Remote Work Requests may be modified with appropriate approvals and revoked by the staff member or supervisor at any time and for any reason, ideally with one week's notice; exceptions may apply to employees who exclusively work remotely and do not have a dedicated campus workspace. Supervisors, at their sole discretion, may increase or decrease the notice period due to business needs or the needs of the staff member. Exceptions may be made to this policy on a case-by-case basis.