

# PEPPERDINE

## TELECOMMUTING PROCEDURES

The following procedures accompany the Telecommuting Policy (section 39 of the University Policy Manual) for telecommuting arrangements.

### **Length of Telecommuting Agreement**

Telecommuting assignments may last up to one-year and must be reviewed and renewed at least annually by both the staff member and supervisor. If an employee changes positions at the University, the existing telecommuting agreement is void despite any remaining time noted on the agreement.

### **General Agreement**

#### Effect of Telecommuting on Pepperdine Policies/Procedures

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

Telecommuting Agreements 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-telecommuting 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. Telecommuting Agreements are not contracts or promises of employment. Nothing in a Telecommuting Agreement 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 telecommuting and will memorialize same in Attachment "A" to the Telecommuting Agreement. Failure to fulfill normal work requirements, both qualitative and quantitative, may be cause for disciplinary action, up to and including, termination of the Telecommuting Agreement 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.

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

## **Materials/Equipment**

The equipment needs for telecommuters will vary depending on the duties of each staff member's position. Each department will determine the equipment needs for telecommuting positions. Based on these needs, supervisors may provide equipment and/or services to a telecommuting staff member. Whether equipment will be provided is determined on a case by case basis. Pepperdine-provided equipment is not an entitlement of telecommuting staff members. Any University-provided materials or equipment must be cited and approved in the Telecommuting Agreement.

The University is not responsible for operating costs (such as electric bills or WiFi), home maintenance, or other costs incurred by the staff member in the use of his/her home as an alternate work location.

## **Maintenance of Equipment**

Maintenance on Pepperdine-owned equipment will be performed only by a Pepperdine authorized technician. The staff member will be responsible for bringing 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 Telecommuting Agreement.

## **University Office Space**

Telecommuting arrangements may not result in under-utilized on-campus office spaces. Generally, regular telecommuters should not maintain a dedicated on-campus office space. Any special circumstances for maintaining a dedicated on-campus space must be cited and approved in the Telecommuting Agreement.

## **Protection of University Information**

Telecommuting staff members must abide by the University's policies governing information security, software licensing, and data protection. Telecommuting staff members are responsible for the safety and security of any University property or confidential-level information and will protect same from unauthorized disclosure or damage. Telecommuting staff members are responsible for making sure that individuals not authorized to access Pepperdine data do not access Pepperdine data, either in print or electronic form. Restricted-level information shall not be taken out of the office or accessed through the computer unless approved in advance by the telecommuting staff member's supervisor and protected by policy-compliant encryption and/or physical controls.

## **Safety**

The staff member is responsible for maintaining a safe and secure work environment. The staff member must complete a Safety Checklist in the Telecommuting Agreement for the home or alternate work location before telecommuting 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**

Telecommuting 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 telecommuting periods. The staff member agrees to provide his/her direct supervisor with a dependent care plan, if applicable, before telecommuting 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 telecommuting assignment. Staff members on telecommuting 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.

### **Tax Implications of Telecommuting**

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

### **Revocation of a Telecommuting Agreement**

Telecommuting Agreements may be revoked by the staff member or supervisor at any time and for any reason, ideally with one week's notice. Supervisors, at their sole discretion, may increase or decrease the notice period due to business need or the needs of the staff member. Exceptions may be made to this policy on a case-by-case basis.