



### Temporary Remote Work Agreement

**Purpose:** Given the evolving nature of the COVID-19 virus, Cal Poly Pomona encourages practical social distancing as recommended by the California Department of Public Health. As such, departments must urgently consider ways of implementing social distancing as a method to minimize the spread of the COVID-19 virus. One such option for social distancing is remote work on a temporary basis where management has determined that such temporary remote work is appropriate and viable.

**Agreement:** This Temporary Remote Work Agreement should be used in all instances in which management has determined that an employee may temporarily work from a remote location as a means of social distancing. This Temporary Remote Work Agreement provides the flexibility needed to adjust to any changing circumstances evolving as a result of the COVID-19 outbreak.

This Agreement is between Cal Poly Pomona and \_\_\_\_\_ (“Employee”), and must be signed and approved by the employee’s HEERA Manager and the AVP of Employee & Organizational Development and Advancement at Cal Poly Pomona. When management determines to end Employee’s temporary remote work arrangement as described in this Agreement, Employee should discuss with management whether any further remote work is appropriate.

Cal Poly Pomona and Employee agree that Employee will temporarily work remotely on the following schedule: the following days: \_\_\_\_\_ with the following frequency (such as days, week.) \_\_\_\_\_, beginning on \_\_\_\_\_. Employee understands that this agreement to work remotely is a temporary measure only, and will be reviewed continuously during the period in which Cal Poly Pomona encourages social distancing as a measure intended to minimize the spread of COVID-19. Accordingly, Cal Poly Pomona may alter this schedule or end the temporary remote work agreement at any time at its discretion. Additionally, Employee may be required to return to the regular worksite on scheduled telework days based on operational needs or requirements.

This temporary remote work arrangement will begin on \_\_\_\_\_ and will remain in effect unless altered or terminated at any time.

1. **Communication:** Employee agrees to maintain a presence with their Department while temporarily on Remote Work status. Presence may be maintained in the manner directed by the Department.
  - a) During their assigned work schedule Employee is expected to be signed into their laptops/computers.
  - b) Employee can be reached anytime within their assigned work schedule via phone. Employee must provide a workable phone number where they can be reached, and must proactively monitor their university voicemail.
  - c) Employee can be reached via email. Employee will attempt to respond to all emails within the same day, but must respond no later than the next business day.
  - d) Employee agrees to use face-to-face (Zoom) meetings when possible, especially when major problems emerge, when project deliverables need to be addressed, or any other issues that may arise.



- e) Establish regular times to connect with the Employee's appropriate administrator during their assigned Work schedule.
2. **Pay and Attendance:** All pay and leave will be based on the employee's official Cal Poly Pomona position. The employee's time and attendance will be recorded as if performing official duties at the campus.
3. **Leave:** Employee must obtain appropriate administrator approval before taking leave in accordance with established department procedure and the controlling collective bargaining agreement, if any. The Employee agrees to follow established procedures for requesting and obtaining approval of leave.
4. **University-Owned Equipment:** Employee agrees to provide a secure location for University-owned equipment and materials, and will not use, or allow others to use, such equipment for purposes other than University business. All equipment, records, and materials provided by the University shall remain University property. Employee agrees to return all University equipment, records, and materials to campus at the end of this remote work agreement. Employee agrees to comply with the terms of computer software licenses and agreements, as well as computer virus protection requirements and procedures.
5. **Remote Work Environment:** Employee acknowledges and affirms that they have assessed their remote work environment and that the proposed work environment is safe and appropriate, including:
  - a. The environment is free of safety hazards, including fire, trip and electrical hazards;
  - b. Electrical cords are secured and in good condition and sufficient outlets are accessible;
  - c. Temperature, ventilation and lighting are adequate;
  - d. Any computer work station is stable and meets ergonomic requirements;
  - e. Materials and equipment are in a secure location that can be protected from damage and misuse
6. **Liability:** The University will not be liable for damages to Employee's property resulting from this remote work arrangement.
7. **Cost:** The University will not be responsible for operating costs, home maintenance, or utility costs associated with the use of Employee's residence. The University will only cover authorized additional costs resulting from this remote work arrangement.
8. **Sick/Vacation Leave:** If Employee is sick and unable to work in their remote work location, they are required to report those absences when they are unable to work as they would in a normal office setting. All use of vacation, sick leave, or any other type of leave is subject to approval by Employee's appropriate administrator, University policy and procedures, and the controlling collective bargaining agreement, if any.
9. **Performance:** While temporarily working on a remote basis through this agreement , Employee will work and maintain productivity, performance, communication and responsiveness to ensure operations are continuing. Appropriate administrator(s) and employees must discuss and understand what is expected to be produced during remote work and when it is due.



This Agreement does not change the basic terms and conditions of Employee’s employment at Cal Poly Pomona. Employee will continue to perform your duties as set forth in your job description, as well as in the Temporary Remote Work Agreement.

If Employee is a non-exempt employee, they are not to work overtime without prior approval from their HEERA Manager, and they are required to take rest and meal breaks while on Remote Work in compliance with any applicable Collective Bargaining Agreement.

All injuries incurred by Employee during hours you are Working and all illnesses that are job-related must be reported promptly to Risk Management and Workers’ Compensation.

Employee acknowledges that if their HEERA Manager deems that the temporary Remote Work arrangement described in this Agreement is not working effectively or as envisioned, management may at any time adjust or end the temporary Remote Work arrangement. Management will strive to provide at least 24 hours’ advance notice of any changes to the Temporary Remote Work arrangement.

Employee agrees that effective when they begin temporarily Remote Work under this Agreement, Employee will be exercising Remote Work from the following City and State:\_\_\_\_\_.

Employee agrees to notify the Department in writing within three calendar days of any changes to the City and/or State from which Employee will be temporarily Remote Work, along with the effective date(s) and duration of such change. Employee understands Cal Poly Pomona will rely on this information in determining its compliance with any local laws and ordinances while Employee is temporarily assigned to Remote Work.

Will Employee be working with Level 1 data while working remotely?  Yes  No

UNDERSTOOD AND AGREED:

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name/Title

APPROVED BY:

\_\_\_\_\_  
Approver Signature (HEERA Manager)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name/Title

\_\_\_\_\_  
Department

\_\_\_\_\_  
EODA Signature

cc: Department File  
Official Personnel File



HEERA MANAGERS' CHECKLIST FOR REMOTE WORKER

Date: \_\_\_\_\_

Name: Employee

\_\_\_\_\_

Name: HEERA  
Manager

\_\_\_\_\_

Item	Date
1. Employee has acknowledged the Cal Poly Pomona's Temporary Remote Work Policy, IT Appropriate Use Policy, IT Mobile Communication Device Policy, Confidentiality Agreement, Information Security/Level I/Sensitive Data Training.	_____
2. Employee has been provided with a schedule of the employee's expected hours of availability and reporting attendance procedures.	_____
3. Equipment issued by the University is documented and requirements for care of equipment assigned to the employee have been discussed and are clearly understood.	_____
4. Performance expectations have been discussed, agreed upon, and are clearly understood. Assignments and due dates are documented and on file with manager and the employee.	_____
5. Communication (e.g. telephone, email, zoom, etc) methods and procedures have been clearly defined. Unit support have received training on talking with, forwarding calls, and in-person requests to the employee.	_____
6. Employee acknowledges and affirms that they have assessed their remote work environment and that the proposed work environment is safe and appropriate.	_____

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
HEERA Manager Signature

\_\_\_\_\_  
Date



**EQUIPMENT CHECKLIST FOR REMOTE WORKERS**

Name of Employee \_\_\_\_\_ Date \_\_\_\_\_

Name of Supervisor \_\_\_\_\_

The University provides the following equipment:

Equipment	Value

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
HEERA Manager Signature

\_\_\_\_\_  
Date