

## Update to Emergency Telework Policy

8-6-21

### I. **Scope**

This Policy applies to Southeastern Oklahoma State University “SE” (the University). It applies to all eligible employees of the University.

### II. **Purpose**

The purpose of this Policy is to allow employees to work at approved alternate work locations for all or part of their workweek. Telework can improve productivity and job performance as well as promote administrative efficiencies, support continuity of operations plans, and sustain the recruitment and retention of a highly qualified workforce by enhancing work/life balance.

### III. **Definitions**

**Alternate Work Locations:** approved locations, other than the employee’s assigned campus workplace, where official University business is performed. The most common alternate work location is the home of an employee, subject to the approval described in the Policy.

**Telework:** a work arrangement where the employee enters into a formal agreement (Telework Agreement) with the University to perform his/her usual job duties in an alternate work location at least one day per work week or on an as-needed basis, as agreed upon by the University and the employee.

**Telework Agreement:** A formal document memorializing the agreement and Performance Plan between the employee and the University for an employee to perform his/her usual job duties in an alternate work location at least one day per work week or on an as-needed basis, as agreed upon by the University and the employee.

**Performance Plan:** A written document memorializing performance expectations and goals for the telework employee.

**Policy:** Telework is a work alternative that is appropriate for some employees and some jobs but not all employees and all positions. No university employee is entitled to or guaranteed the opportunity to telework. Certain categories of positions are ineligible for telework. Whether a particular employee may telework is a decision made on a case-by-case basis taking into consideration an evaluation of the

likelihood of the employee succeeding in a telework arrangement and an evaluation of the supervisor's ability to manage remote workers. Telework arrangements can be for partial telework; for example, telework one or two days per week.

Employees who are approved for telework will be required to sign a Telework Agreement.

All telework employees are expected to perform essentially the same work that they would in the campus workplace, in accordance with the same performance expectations and in accordance with the terms of the Telework Agreement. Telework Agreements may be established for a long-term or short-term period. All Telework Agreements will be reviewed/renewed on at least an annual basis and, at the discretion of the telework employee's supervisor, at shorter time intervals.

An employee's classification, compensation, and benefits will not change solely on the basis that the employee is approved for telework.

The University may establish telework as a condition of employment based on the University's business needs. In such cases, this requirement should be included when the position is advertised and in correspondence offering employment documentation.

Generally, employees who are telework participants will not receive inclement weather leave, since they are usually not prevented from performing work at an approved location due to weather or other safety-related emergency. Faculty who are remote that are teaching hybrid-zoom formats with set virtual meeting times will be instructed by Academic Affairs of any cancellations if this information is not specified by the official University announcement.

In the event of a pandemic or other emergency, the University may institute "social distancing" telework policies. In other words, employees may be directed to stay away from the campus workspace. Those employees should be directed to work from home when possible. In these emergency circumstances, the University may waive the requirement for completing a Telework Agreement, and telework could be deemed to be a condition of employment for the duration of the emergency.

## A. Eligible Positions and Employees

Supervisors, in consultation with Human Resources, will analyze the nature of a position and how the work is performed and determine which positions are appropriate to designate or approve for telework. Supervisors and Human Resources will take into consideration certain factors in determining the feasibility of telework, including the University's ability to supervise the employee adequately and whether any duties require use of equipment or tools that cannot be replicated at home. Other critical considerations include but are not limited to whether:

- There is a need for face-to-face interaction and coordination of work with other employees;
- In-person interaction with outside colleagues, clients, or customers is necessary;
- The position in question requires the employee to have immediate access to documents, certain equipment or other information located only in the campus workplace;
- The telework arrangement will impact service quality or University operations, or increase workload for other employees; and
- The position can be structured to be performed independently of others with minimal need for support and little face-to-face interaction. Typically, a position being designated as telework-eligible indicates that partial rather than full-time telework is feasible. Human Resources, in consultation with the departments, will identify broad categories of positions that are not eligible for telework, including but not limited to direct service and location-specific positions, such as police officers; grounds workers; facility trades workers (e.g., plumbers, electricians, and HVAC technicians); custodial workers; receptionist/secretarial positions; front desk attendants; library circulation and support staff; librarians; IT direct support positions and environmental, health and safety staff. This list of positions is not exclusive.

If an employee in a telework-eligible position requests approval for telework, the supervisor in consultation with Human Resources, will determine whether the employee is eligible. Generally, the following conditions must be met to approve an employee for telework:

- The employee has no active formal disciplinary actions on file for the current or immediately preceding review period;
- The employee has a demonstrated ability to work productively on his/her own and is self-motivated and flexible; and

- The employee received at least a satisfactory evaluation in the previous evaluation cycle.
- The employee has provided confirmation that the alternate work location is in an acceptable location, has the space and electrical/utility access necessary for the job requirements and meets University guidelines.
- Supervisors must ensure that telework decisions are made for appropriate, non-discriminatory reasons.

## **B. General Expectations and Conditions**

1. **Compliance with Policies.** Employees must agree to comply with University rules, policies, practices, and instructions and acknowledge understanding that violation of such may result in the termination of the telework arrangement and/or disciplinary actions up to and including termination. Employees who telework are subject to the same policies as non-telework employees, except for inclement weather as stated in the policy definition. This does include policies relating to information security and data protections described in item B.8 below.
2. **Hours of Work.** The total number of hours that telework employees are expected to work will not change solely on the basis of the alternate work location. The University expects the same level of productivity from telework employees that it expects from employees at the university workplace. Telework employees who are not exempt from the overtime requirements of the Fair Labor Standards Act (FLSA) will be required to record all hours worked in a manner designated by the University. Hours worked in excess of those specified in the Telework Agreement require the advance written approval of the supervisor. Telework is not intended to serve as a substitute for child or adult care. Supervisors may require employees to commute to their university work location as needed for work-related meetings or other events and may meet with telework employee in the alternate work location as needed to discuss work-related issues. Failure to maintain such hours will result in return to the university work location.
3. **Work Assignments and Supervision.**
  - a. The telework employee and his/her supervisor shall mutually agree upon modes of communication (i.e., telephone, fax, Microsoft Teams, network access, e-mail, etc).
  - b. The employee may be required to commute to the university workplace to attend departmental meetings or work-related events in person. Commuting expenses incurred by the employee are his or her responsibility and are not subject to reimbursement claims.

4. **Use of Leave.** Employees cannot use telework in place of annual leave, sick leave, personal leave, Family and Medical Leave, Workers' Compensation leave, or other types of leave. Time taken off during assigned telework hours must be reported, in accordance with department and University requirements.
5. **Liability.** As a term of the telework arrangement, the University assumes no responsibility for injuries occurring in the employee's alternate work location outside the agreed upon work hours or for injuries that occur during working hours but do not arise out of and in the course of employment. The University also assumes no liability for damages to an employee's real or personal property resulting from participation in the telework program. It is the telework employee's responsibility to provide any notice necessary to the employee's home-owners insurance provider and to pay any additional charges for coverage. The University will not pay or reimburse for these or related costs.

Workers' compensation coverage is limited to designated work areas in employees' homes or alternate work locations, as described in the Telework Agreement.

Employees who telework must agree to practice the same safety habits they would use in the campus workplace and to maintain safe conditions in their alternate work locations. Employees must follow normal procedures for reporting illness or injury.

To ensure safe working conditions exist, the department retains the right to make on-site visitation of the alternate work location. Telework employees who have questions regarding the safety of their alternate work location may contact their supervisor for further direction.

6. **Equipment and Materials.** The University will provide equipment and materials it determines are needed by telework employees to effectively perform their duties. University equipment must be requested through Information Technology by supervisor. For more information and guidelines visit <https://it.se.edu>. Office supplies will be provided by the department; however, out-of-pocket expenses for supplies the employee purchases that are normally available in the campus workplace will not be reimbursed. The department shall not provide office furniture. If locking file drawers or cabinets are a requirement for the employee's assigned tasks, the employee shall acquire the locking drawer or cabinet prior to beginning telework. Telework employees will use University-owned equipment only for legitimate University business purposes. Telework employees are responsible for protecting University-owned equipment from theft, damage and unauthorized use. The University will maintain, service, and repair University-owned equipment used in the normal course of employment. The University will stipulate who is responsible for transporting and installing equipment and for returning it to the campus

workplace for repairs or service at the time of the telework assignment or, if later, upon acquisition of the equipment.

NOTE: University equipment that is provided must be documented on the device inventory form and attached to the Telework Agreement.

7. **Costs of Telework.** The University is not obligated to assume responsibility for operating costs, home maintenance or utilities, or other costs incurred by telework employees in the use of their homes or other spaces as alternate work locations.
8. **University Information.** Employees must safeguard University information used or accessed while teleworking, in accordance with SE's applicable information technology and HIPAA policies. The telework employee must have specific written permission from the supervisor to work on confidential or proprietary information or material, as defined by the University, at alternate work locations. Telework employees must agree to follow University-approved physical and technical security procedures in order to ensure confidentiality and security of such information.

### C. Telework Agreement

Telework must be documented and approved through a Telework Agreement. The Telework Agreement establishes the specific conditions that apply to employees working in alternate work locations, including those required by this Policy. The Telework Agreement must be approved and signed by the Vice President/President (depending on supervisory channel), employee's supervisor, and Human Resources.

Faculty will need to additionally provide an attachment with a brief narrative agreement between the faculty member and their department chair as to how the faculty member will accomplish teaching, research and service goals outlined in the faculty member's development plan. It is recommended that the narrative also include how the chair will communicate with the faculty member to assess progress towards those goals.

A Telework Agreement may be for up to a one-year term, with a renewable term, or for a shorter term, at the supervisor's discretion. Faculty Telework Agreements will be approved on a semester-by-semester basis (by a 16 or 8-week parent semester). Renewal is not guaranteed; the telework arrangement, employee performance and other circumstances will be considered by the supervisor in determining whether to renew the Telework Agreement.

1. **Modification or Termination of the Telecommuting Agreement.** The supervisor, in consultation with Human Resources, may modify or terminate the Telework Agreement before the end of the specified term for performance concerns, changing operational needs or any other non-discriminatory reason. The employee may also terminate the Telework Agreement at any time, unless it was a condition of employment or is in response to an ongoing emergency.
2. **Pre-existing Telework Arrangements.** This Policy replaces any previous telework policies. All existing Telework Agreements (verbal or written) for employees must be resubmitted and approved using this updated Policy and Agreement.
3. **Indemnification.** As a condition of telework, the telework employee must agree 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 the employee or a third party including, but not limited to, the employee's family members caused directly or indirectly by the employee's willful misconduct, negligence, or omissions relating to her/her duties and obligations under the Telework Agreement, except where such claims, demands, or liability arise solely from the University's negligence. This provision, or one substantially similar, must be included in all Telework Agreements under this Policy.

## TELEWORK AGREEMENT

The Telework Agreement (“Agreement”) is made and entered into as of the day of \_\_\_\_\_ (the “Effective Date”) by and between Southeastern Oklahoma State University on behalf of \_\_\_\_\_ (Department) (“University”) and \_\_\_\_\_ (the “Employee”). The Agreement sets forth the terms and conditions upon which Employee agrees to participate in a telework arrangement with the University.

1. As evidenced by Employee’s signature below, Employee agrees to participate in telework as provided by the terms and conditions of this Agreement and the Telework Policy (the “Policy”).
2. Employee is in a position that is eligible for telework in accordance with Section A of the Policy. Comments: \_\_\_\_\_
3. Employee agrees to participate in telework beginning \_\_\_\_\_ and ending \_\_\_\_\_. This Agreement will be reviewed on an annual or more frequent basis and may be extended for additional one-year terms if agreeable to the University. In such case, the terms of this Agreement should be reviewed and updated as necessary.
4. The Agreement may be terminated at any time as provided in Section C of the Policy.
5. The provisions of the Telework Policy are specifically incorporated into this Agreement. If any term of this Agreement conflicts with the terms of the Policy, the terms that are more specific shall prevail.

### **WORK LOCATION/SCHEDULE (to be completed by Supervisor)**

1. Employee’s campus workplace location: \_\_\_\_\_
2. Employee’s alternate work location address: \_\_\_\_\_  
Describe in detail the designated work area at the alternate work location.  
\_\_\_\_\_  
\_\_\_\_\_
3. Employee’s telework schedule (supervisor, please circle one):
  - a. At the campus workplace, employee’s work hours will normally be from \_\_\_\_\_ to \_\_\_\_\_, (central standard time) on the following days: \_\_\_\_\_, unless otherwise approved in writing by the supervisor.
  - b. At the alternate work location, employee’s work hours will normally be from \_\_\_\_\_ to \_\_\_\_\_, (central standard time) on the following days: \_\_\_\_\_, unless otherwise approved in writing by the supervisor.

4. Supervisor will maintain a copy of employee's telework work schedule, and employee's time and attendance will be recorded in the same manner as if employee were working at the campus workplace.

## **WORK STANDARDS/PERFORMANCE**

1. Employee will meet with supervisor to receive assignments and to review completed work as necessary or appropriate, as determined by the supervisor.
2. Employee will complete all assigned work according to work procedures mutually agreed upon by employee and supervisor, and according to guidelines and expectations stated in the employee's performance plan.
3. Supervisor will evaluate employee's job performance according to the employee's performance plan.
4. Employee agrees to perform his/her work duties only at approved alternate work locations. Any modification or change in the approved work location must be coordinated and approved in writing by employee's supervisor and Human Resources.
5. Employee agrees that University may inspect the alternate work location for purposes such as investigating reported work-related accidents or injuries, and as otherwise agreed or described in the Telework Agreement and/or the Telework Policy. In addition, employee acknowledges that while the University may provide the employee notice of such inspection, it need not do so in cases of emergency, a report of an accident at the alternate work locations, or as otherwise appropriate. In such cases, employee agrees to permit entry upon University's presentation. If alternate work location is the employee's home, employee agrees to maintain his/her home in a safe manner.
6. Employee will remain in contact with supervisor, co-workers, or customers and is expected to be responsive and complete assignments and follow through on commitments and tasks in a timely manner and within established deadlines.
7. This Telework Agreement is not intended to be a replacement for child or parental daycare. Employee agrees to ensure that child or parental daycare is available during assigned telework hours, if needed.

## **COMPENSATION/BENEFITS**

1. As provided by the Telework Policy, the employee's classification, compensation, and benefits, including leave accrual rates, will not change solely on the basis of telework.
2. For non-exempt employees, overtime must be approved in advance by employee's supervisor. Employee will be paid overtime in accordance with applicable law and University Policy. Employee agrees that failing to obtain proper written approval for overtime work may result in termination of this Telework Agreement as well as other appropriate disciplinary action.
3. Employee agrees to follow established University procedures and policies regarding requesting and using applicable leave.

## **EQUIPMENT/EXPENSES**

1. If Employee borrows University equipment for purposes of approved telework, he/she agrees to protect the university-owned equipment in accordance with the reasonable person standard and with University Policy and guidelines. University equipment will be serviced and maintained by the University. Employee will notify University immediately if the equipment is damaged, lost, or stolen.
2. University will not be liable for damages to employee's personal or real property during the course of employee's work at the alternate work location or while using university equipment in the employee's alternate work location.
3. University will not be responsible for operating costs, home maintenance, or any other incidental costs (e.g., utilities, internet) associated with the use of employee's alternate work location.
4. Supervisor will ensure that any equipment checked out to employee is documented on its Device Inventory, consistent with Information Technology and HIPAA Policy.

## **SAFETY**

1. Employee is covered by the appropriate provisions of the Oklahoma Workers' Compensation Program, as appropriate, if injured while performing his or her job duties at the campus workplace and the alternate work location.
2. Employee agrees that the alternate work location is safe and free from hazards and also agrees to allow department personnel to inspect the alternate work location upon request.
3. Employee agrees to bring to the immediate attention of his/her supervisor any accident or injury occurring in the course and scope of employee's duties at the alternate work location.
4. Supervisor will notify Human Resources and will investigate all accident and injury reports immediately following notification.

## **CONFIDENTIALITY/SECURITY**

Employee will apply approved safeguards to protect SE records from unauthorized access disclosure or damage, and will comply with all University Information Technology and HIPAA policies.

## Device Inventory Form

**The following SE owned or leased equipment has been issued for use under this Telework Agreement. Add description and serial number of devices.**

Computer /Laptop \_\_\_\_\_ Serial Number \_\_\_\_\_

Printer \_\_\_\_\_ Serial Number \_\_\_\_\_

Other \_\_\_\_\_

**To be completed by Supervisor and Employee:**

Is the Telework Agreement being offered for social distancing related to COVID19?  YES  
 No

Is the Telework Agreement being offered for some other reason?  YES  NO

If so, please describe: \_\_\_\_\_

Is this Telework Agreement being offered as a reasonable accommodation under the provisions of the Americans with Disabilities Act Amendments Act (ADA)?  YES  NO

Accommodation Approved By: \_\_\_\_\_ Date: \_\_\_\_\_

**This agreement can be cancelled or modified at any time at the University or supervisor's discretion.**

**ACCEPTED AND AGREED:**

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Supervisor \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

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Vice President/President/Designee \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

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Employee Name \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

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Human Resources Name \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

## OSHA Safety List

#	<b>General</b>	Yes	No
1	Workspace is away from noise, distractions, and is devoted to your work needs?		
2	Workspace accommodates workstation, equipment, and related material?		
3	Floors are clear and free from hazards?		
4	File drawers are not top-heavy and do not open into walkways?		
5	Phone lines and electrical cords are secured under a desk or along wall, and away from heat sources?		
6	Temperature, ventilation, and lighting are adequate?		
7	Carpets are well secured to the floor and free of frayed or worn seams?		
#	<b>Fire Safety</b>	Yes	No
1	There is a working smoke detector in the workspace area?		
2	A home multi-use fire extinguisher, which you know how to use, is readily available?		
3	Walkways, aisles, and doorways are unobstructed?		
4	Workspace is kept free of trash, clutter, and flammable liquids?		
5	All radiators and portable heaters are located away from flammable items?		
6	You have an evacuation plan so you know what to do in the event of a fire?		
#	<b>Electrical Safety</b>	Yes	No
1	Sufficient electrical outlets are accessible?		
2	Computer equipment is connected to a surge protector?		
3	Electrical system is adequate for office equipment?		
4	All electrical plugs, cords, outlets, and panels are in good condition? No exposed/damaged wiring?		
5	Equipment is placed close to electrical outlets?		
6	Extension cords and power strips are not daisy chained and no permanent extension cord is in use?		
7	Equipment is turned off when not in use?		
#	<b>Computer Workstation</b>	Yes	No
1	Chair casters (wheels) are secure and the rungs and legs of the chair are sturdy?		
2	Chair is adjustable?		
3	Your back is adequately supported by a backrest?		
4	Your feet are on the floor or adequately supported by a footrest?		
5	You have enough leg room at your desk?		
6	There is sufficient light for reading?		
7	The computer screen is free from noticeable glare?		
8	The top of the screen is at eye level?		
9	There is space to rest the arms while not keying?		
#	<b>Other Safety/Security Measures</b>	Yes	No
1	Files and data are secure?		
2	Materials and equipment are in a secure place that can be protected from damage and misuse?		
3	You have an inventory of all equipment in the office including serial numbers?		
4	If applicable, do you use up-to-date anti-virus software, keep virus definitions up-to-date, and run regular scans?		

### **Final Checklist**

- Telework Agreement signed
- Device Inventory Form completed
- Performance Plan Attached
- Faculty teaching, research, and service goals attached
- Narrative on how chair will communicate with faculty member