

## Update to Emergency Telework Policy

(STAFF SENATE V.2 First edits are indicated by RED text. Second edits are indicated by GREEN highlights.)

FS PPC committee recommendations and updates in yellow

### 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 work week. 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 employee, subject to the approval described in **this** 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 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 from an alternate work location at least one day per work week or on an as-needed basis 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 generally considered 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 as well as an evaluation of the supervisor's ability to manage the remote employee. In consultation with Human**

Resources, evaluations will be performed by the employee's supervisor.

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 or, at the discretion of the telework employee's supervisor, a shorter time interval.

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.

Employees who are hired for a position designated as telework shall expect continued teleworking approval as long as their performance evaluations are satisfactory (see section IV.v.3 below).

[inclement weather section removed]

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.

This Telework Policy will be reviewed on a bi-annual basis for any necessary updates as telework continues to develop and expand.

#### IV. Eligible Positions and Employees

Supervisors, in consultation with Human Resources, will evaluate the nature of a position and how the work is performed to 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:

- i. There is a need for face-to-face interaction and coordination of work with other employees;
- ii. In-person interaction with outside colleagues, clients, or customers is necessary;
- iii. The position in question requires the employee to have immediate access to documents, certain equipment or other information located only in the campus workplace;
- iv. The Telework Arrangement will impact service quality or University operations, or increase workload for other employees;
- v. 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 will generally be considered not eligible for telework and will require evaluation on a case-by-case basis. These categories include but are 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 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:**

1. The employee has no active formal disciplinary actions on file for the current or immediately preceding review period;
2. The employee has a demonstrated ability to work productively on his/her own and is self-motivated and flexible; and
3. The employee received at least a satisfactory evaluation in the previous evaluation cycle.
4. 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.
5. Supervisors must ensure that telework decisions are made for appropriate, non-discriminatory reasons.
6. **If an employee requesting telework falls within a category generally ineligible for telework, the supervisor must articulate within the**

employee's Performance Plan how the employee will complete his/her job duties from an alternate work location. Human Resources will evaluate all requests on a case-by-case basis, considering all relevant information, and determine whether the request can be approved.

Given the inherent flexibility of faculty work, in both schedule and location, a telework agreement will not be required for faculty who maintain regular face to face office hours on campus in accordance with APPM 4.9.2.

## V. General Expectations and Conditions

- a. **Compliance with Policies.** Employees must agree to comply with University rules, policies, practices, 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. This includes policies relating to information security and data protections described in item V.h below.
- b. **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 during structured work time. Supervisors may require employees to commute to their university work location as needed for work-related meetings or other events with adequate advance notice. Supervisors may schedule to meet with the telework employee in their alternate work location as needed to discuss work-related issues. Except in cases of emergency, visitation for any purpose to an employee's alternate work location will be made by no fewer than two (2) University personnel (see section VII.e. for full specifications). Failure to maintain agreed-upon hours will result in return to the University work location.
- c. **Work Assignments and Supervision.**
  - i. The telework employee and his/her supervisor shall mutually agree upon modes of communication (i.e. telephone, email, Zoom, Microsoft Teams, etc.).
  - ii. The employee may be required to commute to the University workplace to attend departmental meetings or work-related events in person. Such expectations should be included in the telework agreement when it is initially completed, and each time it is renewed. Commuting expenses incurred by the employee are his/her responsibility and are not subject to reimbursement claims.
- d. **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.

- e. **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, employees may be asked to provide photographs or video inspection of the work location. If concerns about the appropriateness of the work location are not adequately addressed by photo or video inspection, the department retains the right to make on-site visitation of the alternate work location. Except in cases of emergency, visitation for any purpose to an employee's alternate work location will be made by no fewer than two (2) University personnel (see section VII.e. for full specifications). Telework employees who have questions regarding the safety of their alternate work location may contact their supervisor for further direction.

- f. **Equipment and Materials.** The University will provide equipment and materials it determines are needed by telework employees to effectively perform their duties. University technology equipment must be requested through Information Technology by the supervisor. For more information and guidelines concerning the availability and use of university technology equipment for teleworking please 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. However, University IT personnel will not commute to an employee's alternate work location to install, repair, or maintain University technology equipment. If repair or maintenance of University technology equipment becomes necessary and it cannot be accomplished via the use of remote access tools, the employee will be required to bring the equipment to the campus workplace for repair.

NOTE: University technology equipment that is provided must be approved by Information Technology and documented on the device inventory form and attached to the Telework Agreement. Technology equipment available for telework purposes is limited, and there can be no guarantee as to its availability.

- g. **Costs of Telework.** The University is not obligated to assume responsibility for operating costs, home maintenance/utilities, internet service, or other costs incurred by telework employees in the use of their homes or other spaces as alternate work locations.
- h. **University Information.** Employees must safeguard University information used or accessed while teleworking in accordance with SE's applicable Information Technology, HIPAA, and FERPA policies. A telework employee who will work on confidential or proprietary information or material, as defined by the University, at their alternate work locations, will have this indicated on their telework agreement. Telework employees must agree to follow University-approved physical and technical security procedures in order to ensure confidentiality and security of such information.

## VI. Telework Agreement

Telework must be documented and approved through a Telework Agreement, except in the case of faculty who keep on-campus office hours, as defined above. 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. [removed: passage indicating that faculty must get approval by 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. In cases where the employee was hired for a job specifically designated as telework, failure to renew a telework agreement will only happen in cases where clear cause is demonstrated by the university.

- a. **Denial, Modification or Termination of the Teleworking Agreement.** The supervisor, in consultation with Human Resources, may deny, 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 rationale for a denial, modification, or termination of a teleworking agreement must be provided in writing to the employee at the time that the decision is communicated. 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.
- b. **Appeals Process:** Should an employee wish to appeal a decision regarding telework made by the university, the process shall be as follows:
- **For faculty:** Appeals will go through the Faculty Appellate Committee, in the following manner:
    - The employee will submit to the Faculty Appellate Committee the original request for telework, the decision of the supervisor and rationale, and a short (not more than one page) statement about why they believe the decision should be reconsidered.
    - Upon consideration of the materials submitted by the employee, the Appellate Committee will make a recommendation within 30 days to the VPAA, who will consult with HR and make a final decision within two weeks.
    - While this process is taking place, the employee will remain in the work modality in place prior to the denial, modification, or termination of the telework agreement.
  - **For staff:** [a parallel process should be put in place for staff, with the appropriate committee and VP]
- c. **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. It is not necessary for an employee with an 'Exempt' classification to enter into a Teleworking Agreement in order to conduct routine work activities outside of normal business hours (e.g. email, telephone communications, completing reports, etc.).
- d. **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 his/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.

#### VII. **Work Standards/Performance**

- a. Employee will meet with supervisor to receive assignments and to review completed work as necessary or appropriate, as determined by the supervisor.
- b. 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.
- c. Supervisor will evaluate employee's job performance according to the employee's Performance Plan.
- d. Employee agrees to perform his/her work duties only at suitable alternate work locations that allow the employee to safely and appropriately complete their work. The supervisor may request that the employee document the remote work location through photos, video, or other means.
- e. Employee agrees that the University may inspect the alternate work location for purposes such as investigating reported work-related accidents or injuries, and as otherwise agreed to 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. Except in cases of emergency, visitation for any purpose to an employee's alternate work location will be made by no fewer than two (2) University personnel and the employee will be given at least 24 hours' notice. The two University personnel will be the employee's supervisor or designee and an employee mutually agreed upon by the employee and the supervisor except in the instance of an emergency. If the alternate work location is the employee's home, employee agrees to maintain his/her home in a safe manner.
- f. Employee will remain in contact with supervisor, co-workers, students, or other constituents and is expected to be responsive and complete assignments and follow through on commitments and tasks in a timely manner and within established deadlines.
- g. This Telework Agreement is not intended to be a replacement for child or parental daycare. Employee agrees to ensure that appropriate dependent care is available during structured telework hours, if needed.

#### VIII. **Compensation/Benefits**

- a. 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.
- b. 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.

- c. Employee agrees to follow established University procedures and policies regarding requesting and using applicable leave.

#### IX. **Equipment/Expenses**

- a. 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.
- b. 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.
- c. The University is not responsible for operating costs, home maintenance/utilities, internet service, or other costs incurred by telework employees in the use of their homes or other spaces as alternate work locations.
- d. Supervisor will ensure that any University-owned office equipment checked out to employee is documented on the device inventory form. University technology equipment (i.e. laptop, printer, scanner, etc.) that is provided must be approved by Information Technology and documented on the device inventory form and attached to the Telework Agreement. For more information and guidelines concerning the availability and use of University technology equipment for teleworking please visit <https://it.se.edu>.

#### X. **Safety**

- a. 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.
- b. Employee agrees that the alternate work location is safe and free from hazards and also agrees to allow Environmental Health & Safety department personnel to inspect the alternate work location upon request at a time agreed to by the Environmental Health & Safety department and the employee. Except in cases of emergency, visitation for any purpose to an employee's alternate work location will be made by no fewer than two (2) University personnel (see section VII.e. for full specifications).
- c. 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.
- d. Supervisor will notify Human Resources and will investigate all accident and injury reports immediately following notification.

XI. **Confidentiality/Security**

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

**\*\*\*INSERT TELEWORK AGREEMENT FORM\*\*\***

**\*Please make the following revisions to the Telework Agreement form:**

- 1. add a check-box to the Telework Agreement form to indicate when teleworking will include use of information protected by FERPA, HIPAA, or other confidential information**
- 2. revise the “telework schedule” section to include a) approximate number of hours of unstructured work time per week; b) specify hours of structured work time per week. Only hours in category (2) must be kept to schedule—e.g., an adjunct teaching an asynchronous online course might have only unstructured, and no structured, work time.**

**\*\*\*INSERT DEVICE INVENTORY FORM\*\*\***

**\*\*\*INSERT OSHA SAFETY LIST\*\*\***