

### **Policy**

Title:	Remote Work
Effective Date:	11/1/2021
Approved By:	President's Council
Responsible Party:	Vice-President for Human Resources and Administrative Services
History:	N/A
Related Documents: Virtual Workplace Technology Policy; Use of Electronic Communications Policy	

#### I. PURPOSE

The purpose of this policy is to outline the administration of Remote Work for Salus University.

### **Definitions**

**Remote work:** A remote work arrangement allows an employee to perform some or all University-related work at home or another off-site location during a pre-approved length of time on a consistent or occasional basis. The vast majority of jobs at the University require employees to be on campus to interact and collaborate with faculty, staff, students, alumni, and others who make up the Salus community.

# **Policy**

Salus University allows employees to work off campus on a discretionary basis. Before a department and employee may enter into a remote work agreement, the employee's Supervisor and Vice President of Human Resources must authorize the individual to perform work from a remote site.

Employee participation in remote work is entirely voluntary. A department may not require an employee to work remotely and an employee does not have the right to work remotely.

The University may re-evaluate the appropriateness of remote work arrangements and may deny remote work requests and/or revoke approved remote work situations at any time.

#### **Procedure**

#### A. Considerations/Criteria:

Employees and supervisors/department chairs are encouraged to have open dialogues about the appropriateness of a remote work arrangement and to evaluate if it is feasible or not.

The assessment should consider:

- The impact of the remote work arrangement on the operation and goals of the department and the strategic plans of the University and specific College;
- The ability of the employee to perform the essential functions of the position as described in the job description while working remotely;
- The need to ensure compliance with University policy and workplace regulations, including Workers Compensation;
- Those in leadership positions need to be visible and accessible. Members of the President's and Dean's Council are expected to work on campus at least 4 days per week unless otherwise specified by the President or his/her representative.
- An employee interested in working remotely must meet the following eligibility criteria:
  - o Have a demonstrated ability to work well with minimal supervision;
  - Have a thorough knowledge and understanding of the job tasks and operations for which they are responsible;
  - o Have a history of reliable and responsible accomplishment of work duties; and
  - o Have demonstrated the ability to independently establish priorities and manage their time.

### • Remote Work Guidelines

- While working remotely, exempt and non-exempt employees are expected to follow their work schedule and to ensure assigned duties are completed. Non-exempt employees must report all worked hours, including overtime, and take lunch breaks as scheduled.
- Employees and deans/supervisors/department chairs should discuss the resources needed for remote work and plans for maintaining the security of confidential information.
- All employees should keep close communication with their supervisors/department chairs, and stay up to date on developments affecting their divisions and our campus community.

- Remote work arrangements should be based on current job descriptions, and should not
  result in changes to job descriptions or to the essential functions of any position. In addition,
  they should not be solely based on the employee's personal situation.
- If the position requires that some duties are performed on campus, employees are required to comply with the University's prevention and safety guidelines, including those related to travel.
- Employees working remotely shall be responsible for following all Salus University policies
  and their supervisor's directives regarding work hours. Employees may be subject to
  disciplinary action for inaccurately reporting hours worked remotely or working overtime
  hours contrary to policy and their supervisor's directives.
- Remote work applications may be revoked if an employee obtains a new position at the University.

## C. Request/Approval/Denial

- An employee who is interested in working remotely shall obtain written approval from their supervisor and from the Vice President of Human Resources before beginning the remote work. The approvals may be by email exchange, hard copy, or any other documentation that may be retained for later reference.
- The written supervisor approval, which may be an email exchange, a hard copy memorandum, or whatever other documentation the supervisor prefers, shall include:
  - Specific times and days that the employee will work remotely;
  - Specific, objectively verifiable performance expectations while working remotely (stating that the employee will "just do their job" or similar general direction is not sufficient);
  - Expectations regarding how routine communication will be handled (e.g. checking and responding to emails, answering/returning phone calls, checking on campus voicemail, attending meetings in person, etc.;
  - An end date to the approval or a date when the employee and supervisor will reassess the appropriateness of continued remote work;
  - All equipment (Information Technology related or other) that will be issued to the employee;
  - o A stated understanding of the Remote Work Policy by the employee, and;
  - Agreement by the employee that he/she is required to work their regularly scheduled weekly hours albeit remotely.

• A copy of the Remote Work Agreement documentation will be provided to Human Resources and retained in the commuting employee's records.

# D. Equipment

- It will be determined, on a case-by-case basis, with information supplied by the employee and the supervisor, the appropriate equipment needs for each Remote Work arrangement. The Technology and Learning Resources department will serve as resources in this matter.
- Employees who work remotely are encouraged to use University-issued computer(s) and other hardware when fulfilling their work obligations. The employee shall be responsible for loss or damage due to gross negligence or abuse to University property that the employee is using at a site off of the University campus or location.
- Employees are responsible for protecting Salus University information. No employee,
  whether working remotely or on campus, may access data owned by Salus University through
  a publicly available server or Wi-Fi system. This applies to data related to students,
  employees, alumni or patients. Employees may only access such Salus data if the Technology
  and Learning Resources Department has certified that there is sufficient data security in place.
- Equipment supplied by the organization will be maintained by the organization. Equipment supplied by the organization is to be used for business purposes only.
- Equipment supplied by the employee, if deemed appropriate by the organization, will be maintained by the employee. The University accepts no responsibility for damage or repairs to employee-owned equipment.
- Salus University reserves the right to make determinations as to appropriate equipment, subject to change at any time.
- The employee approved to work remotely must sign an inventory of all University property received and agree to take appropriate action to protect the items from damage or theft.
- Upon termination of employment, all company property will be returned to the University.

The applicable college/department will supply the employee with appropriate office supplies (pens, paper, etc.) as deemed necessary. The department that employs the requesting employee bears the cost of any hardware or software necessary for the remote work.

The employee will establish an appropriate work environment within his or her home for work purposes. Salus University will not be responsible for costs associated with the setup of the employee's home office, such as remodeling, furniture, or lighting, nor for repairs or modifications to the home office space. The employee must agree to establish

and maintain a clearly defined work space that is clean, free from distractions and obstructions/hazards and is in an ergonomically-sound condition.

Salus University will not be responsible for any operating costs, home maintenance, incidental costs (utilities, internet) or costs incurred by employees working remotely who travel to the campus unless the travel exceeds that of a typical daily commute.

## E. Employment Relationship

All forms of remote work maintain the employer/employee relationship as if the employee was working on campus. Employee benefits including leave time, holidays, compensation, etc., are not affected by an employee's remote work. All employment policies remain in force. The remote work agreement does not constitute an employment contract and does not create a property interest in employment.

## F. Scheduling

- The specific schedule for the employee working remotely will be determined by the employee's
  supervisor and recorded in the agreement. The employee must be available for contact during
  scheduled work time as if the employee were working on campus. Contact may include but are not
  limited to telephone, video conferencing, network access, or email. The employee and supervisor
  will agree on how to best maintain effective and responsive communications.
- The operational needs of Salus University take precedence over remote work agreements. An
  employee approved to work remotely must come into the office when their supervisor tells them
  are needed there. A supervisor may allow for flexibility in scheduling the days of the week used
  for remote work and for week-to-week flexibility to meet changing needs.
- Employees who work remotely are required to be regularly available to colleagues and students during general business hours and expected to utilize communication tools including email and video conferencing (for meetings, and calls).

### G. Termination of Participation

- Salus University may terminate the Remote Work Agreement for cause without prior notice.
- When the remote work agreement is terminated, the employee must immediately return to Salus University all notes, data, reference materials, sketches, drawings, memoranda, reports, records, equipment, software, supplies, and any other University-owned property in the employee's possession or control.
- Salus University will not be held responsible for costs, damages, or losses (personal or business-related) associated with the termination of the remote work agreement.