Title: Remote Work Policy
Effective Date: 5/3/2023
Responsible Office: Human Resources

I. Purpose and Scope

The intent of this policy is to determine Doane requirements for some employees to work at alternative work locations for all or part of their workweek. The requirements of the position will be met first and foremost, but this policy also promotes work-life balance and maximizes the productivity of appropriate positions via a flexible workplace arrangement. This policy applies to University staff and positions which do not require direct, daily contact with students and stakeholders. This policy applies to positions that have not been identified as remote during the hiring process. It does not apply to faculty, coaches, nurses, student workers, graduate assistants, or public safety positions. Remote work is not an employee right or guaranteed employee benefit and the implementation and/or continuation of working remotely is at the sole discretion of the employer.

II. Definitions

A. Alternate work locations: Approved locations, other than the employee's central 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 this Policy. It may also include other Doane University locations.

B. Central workplace: An employer's place of work where an employee is normally located. Most commonly this will be at Doane's work locations - Crete, Lincoln, and Omaha.

C. Remote Work Agreement: A work arrangement where the employee enters into a formal agreement with the university to perform his/her usual job duties in an alternate work location at least one day per week or some other period of time.

III. Policy

Remote work is a work alternative that is appropriate for **some employees and some positions** but not all employees and all positions. No university employee is entitled to or guaranteed the opportunity to work remotely. Certain categories of positions, such as campus live-in positions, are ineligible for remote work. Whether a particular employee may be approved for remote work is a decision made on a case-by-case basis, taking into consideration the likelihood of the employee succeeding in a remote work arrangement and a determination of the supervisor's ability to manage remote workers.

Employees who are approved for remote work will be required to sign a **Remote Work Agreement** with the university consistent with this Policy. The University will review this agreement after a trial period of 60 days and may in its discretion, revoke or modify this agreement at any time.

Employees approved for a Remote Work Agreement perform essentially the same work they would in the central workplace in accordance with their same performance expectations and other agreed-upon terms. Remote Work Agreements may be established for an on-going or short-term period. Agreements can be changed by the employer as needed.

Alternative work arrangements are appropriate only when 1) both the abilities of the employee and 2) the nature of the work to be performed meet the minimum criteria set below. This policy is not meant to circumvent the need for employees to use leave as normally required.

When a scheduled workday is declared to be an official paid office closing due to inclement weather or emergency that impacts the regular place of employment, **remote employees working from home will be expected to work from there** or will be required to submit leave time for that day. Additionally, the University may temporarily suspend or place a moratorium on remote work due to changes in the workplace, assignments, increases in volume of work, vacancies, approved leaves of absence, or other business needs.

The University reserves the right to terminate any approved Remote Work Agreement with two weeks notice at its sole discretion. The University also reserves the right to terminate any agreement **without notice** for any violations of University policy, a violation of the conditions of the agreement, or when there is a relevant change in

University policy or law.

A. Guidelines: Supervisors, in consultation with Doane Human Resources, will analyze the nature of a position and how the work is performed to determine which positions are appropriate to designate or approve for remote work. Several factors should be considered in determining the feasibility of remote work, including the university's ability to supervise the employee adequately and whether any duties require the use of certain equipment or tools that cannot be replicated at home. Other critical considerations include the following:

- In-person interaction and coordination of work with other employees, students, or stakeholders during regular business hours is required;
- Immediate or easy access to documents or other information located only in the workplace is required;
- The remote work arrangement will impact service, quality, or operations;
- The remote work will increase workload for other employees;

If an employee in an eligible position requests approval for remote work, the Supervisor and Leadership Team member, in consultation with Doane Human Resources, will determine if the request is approved. Generally, the following conditions must be met to approve an employee for remote work:

- The employee has been employed at the University for at least 90 days in their current position unless the waiting period is waived by the department's Leadership Team member;
- The employee has no active disciplinary actions;
- The employee is self-motivated, flexible, and has demonstrated the ability to work productively on his/her own;
- The employee's performance meets expectations and standards;
- The position can be structured to perform independently of others with minimal need for support and little face-to-face interaction; and
- Performance will be measured by quantitative or qualitative results-oriented standards, not just time scheduled to be on the job.

B. General Expectations and Conditions

1. Compliance with Policies

Employees must agree to comply with university rules, policies, practices and instructions and understand that violation of such may result in the revocation of the remote work arrangement and/or disciplinary action, up to and including

termination. Employees who work remotely are subject to the same policies as other employees, including policies relating to information security and data protection.

2. Hours of Work, Productivity, and Access
The University assumes:

- The total number of hours and productivity that are expected of employees with Remote Work Agreements does not change, regardless of work location.
- The employee must be accessible and available at all times during their normal work hours while remote working, except during periods of approved leave.
- Employees working remotely who are not exempt from the overtime requirements of the Fair Labor Standards Act are required to record all hours worked in a manner designated by the university.
- Hours worked in excess of the normally scheduled hours require the advance approval of the employee's supervisor.
- Remote Work Agreements are <u>not intended</u> to serve as a substitute for child or adult care.
    - If children or adults in need of **primary care** are in the alternate work location listed in the Remote Work Agreement during an employee's work hours, another person **<u>must</u>** be present to provide the care.
    - An exception to this requirement may be granted in special or limited circumstances by the employee's supervisor (e.g. child is home sick from school for the day and a parent works remotely from home).
    - Please note: Employees are still required to work their total hours for each work week (typically 40 hours for full-time employees), but the hours may be adjusted around child and/or adult care duties with advance permission from the employee's supervisor.

3. Use of Leave
Employees cannot use remote work in place of sick leave, Family and Medical Leave, Worker's Compensation leave, or other types of leave. However, the university may determine whether it is appropriate to offer remote work as an opportunity for partial or full return-to-work following an injury or illness. These requests from employees must be submitted to the manager. A decision will be made on a case by case basis for each department in consultation with the manager and Leadership Team member. Employees requesting remote work as an

Americans with Disability Act (ADA) accommodation must complete the appropriate process and ADA paperwork with Human Resources.

4. Liability
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.
- No liability for damages to employees' real or personal property resulting from participation in the remote work program.
- Workers' compensation coverage is limited to designated work areas in employees' homes or alternate work locations
- The employees agree to practice the same safety habits they would use in the central workplace and to maintain safe conditions in their alternate work locations.
- The employees must follow normal procedures for reporting illness or injury.
- Any potential personal tax implications related to the alternate worksite shall be the employee's responsibility.
- The employee **will not be reimbursed** for any travel miles to/from or receive any compensation for time spent commuting to/from the regularly assigned place of employment and the remote location.
- Appropriate office furniture (i.e. desk, chair, filing cabinets, etc.) is the obligation of the employee and not the University.

5. Technology and Equipment
Normally, the University provides equipment and materials needed by employees to effectively perform their duties; however, the University does not duplicate resources between the central workplace and the alternate work location.

Employees approved for Remote Work Agreements:

- Must use university-owned equipment **only** for legitimate university purposes.
- Are responsible for protecting university-owned equipment from theft, damage and unauthorized use. The university maintains, services and repairs university-owned equipment used in the normal course of employment. The university stipulates who is responsible for transporting and installing equipment, and for returning it to the central workplace for

repairs or service. The Remote Work Agreement may also permit employees to use their own equipment, provided the use of such equipment has been consulted and approved by university policy, the Chief Information Officer, or designee.

- Are solely responsible for the cost, repair or service of the employee's personal equipment, unless otherwise expressly agreed to in advance in the Remote Work Agreement.
- Must have required internet access appropriate to work requirements and the cost is not reimbursable by the University.
- Must store all university work-related electronic content (documents, image files, etc.) on the University Netfiles, Google Drive, or other appropriately assigned electronic files.
- Must not store any content on personal devices. Downloads should be moved to the University Netfiles or Google Drive and then removed from the download folder.
- If approved, must ensure personal devices are secure, such as encryption, installation of software such as antivirus, virtual private network (VPN), authentication, administrator authorization, or other responsibilities identified by university security policy or as assigned as necessary by the Chief Information Officer.
- Must notify his/her supervisor immediately of any equipment, software, or internet connection malfunction/failure**. Theft or loss of equipment issued by the University should also be reported right away**. In the event that a remote employee is unable to work remotely due to a technology failure, the employee must report to the central workplace to complete their work for the duration of the failure as directed by their supervisor.

6. Costs of Remote Work

The university is not obligated to assume responsibility for operating costs, home maintenance, or other costs incurred by employees in the use of their homes as alternate work locations.

7. University Information

Employees must safeguard university information used or accessed while remote working. Employees working remotely must agree to follow university-approved security procedures in order to ensure confidentiality and security of data.

C. Remote Work Agreement

Remote work must be documented as approved through a Remote Work Agreement. The Remote Work Agreement form is accessible online under Human Resources forms.

The Remote Work Agreement:

- Establishes the specific conditions that apply to employees working in alternate work locations.
- Must be approved by the employee's supervisor and Leadership Team member.
- Is maintained in the employee's personnel file by Human Resources.
- May be on-going or for a fixed term. Continuation is not guaranteed.
- Ensures that the University and department business needs, employee performance, and other factors are considered by the supervisor to determine if the agreement should continue.
- Must be tracked by each department to determine continuation.

1. Exceptions to the Remote Work Agreement Requirement

A. Faculty with administrative duties as part of their regular position have work expectations that differ from faculty who primarily teach. These faculty members may be eligible for remote work and should speak with their Dean.
B. On occasion, a department may also determine that employees need to work at an alternate work location for a short period of time to accommodate unusual circumstances, such as a brief office closing for renovations, pandemics, fire, weather events, or other significant disruption to facilities or the physical operations of departments. In such cases, the formal Remote Work Agreement is not required but should be documented for department files by memorandum or email, specifying work expectations and duration.

2. Modification or Termination of the Remote Work Agreement

The supervisor, in consultation with the Office of Human Resources, may modify or terminate the Remote Work Agreement for performance concerns, changing business needs, or any other non-discriminatory or retaliatory reason.

The employee may also terminate the Remote Work Agreement at any time unless it was a condition of employment. Remote Work Agreement termination is typically made with at least two weeks advance notice.

The University also reserves the right to terminate the agreement without notice for any violations of University policy, a violation of the conditions of the agreement, or when there is a relevant change in University policy or law.

IV. Enforcement, Complaints, Grievances, or Appeal

An employee who disagrees with a denial of a request for permission to enter a remote work agreement or any other action relating to this policy should discuss the concern with his or her supervisor. If the discussion with the supervisor does not resolve the issue, an employee may appeal the matter to Human Resources and their Leadership Team member. If the issue is not resolved, employees may formally grieve decisions on Remote Work Agreements under existing grievance/complaint processes found in the employee handbook.

V. Pre-existing Remote Work Arrangements.

For any employee working remotely as of or prior to the effective date of this Policy, the supervisor shall consult with Human Resources to determine the appropriate approach considering the specifics of the arrangement. The arrangement will be reviewed under this Policy prior to the expiration of the term so that an updated agreement may be evaluated.