



Policy Timeline

Initial Effective Date: July 1, 2021
Frequency of Review: Annual
Date(s) Revised:

Policy Overview

Remote work is a work arrangement in which staff in certain positions may receive approval to routinely perform their regular job responsibilities away from their primary business location. Remote work is intended to allow qualifying staff members to continually be productive while promoting work-life balance. Often employees in certain positions and employers find well-developed remote work programs allow for increased productivity overall and increased work satisfaction. These changes occur due to the remote worksite being more free from distractions therefore allowing for certain work to be better accomplished there, while maximizing those irreplaceable interactions and tasks that can only occur when at the worksite.

This policy covers arrangements established for regularly scheduled, sustained periods of time, that represent a portion of the employee's work week. Working on campus in a collaborative environment is a critical component of almost all positions.

The ability to work remotely is a privilege based on the needs of the job, work group and organization; it may be determined by the employee's past and present levels of performance; and it is not a right. Not all employees and not all jobs are suited for regular remote work. Typically, remote work relationships will not be established during an employee's orientation period, when an employee is experiencing performance problems, requires close supervision, or if job requirements can only be accomplished on campus. Remote work arrangements are not intended to create a "second job" with the University or to allow employees to pursue other jobs or business initiatives external to the University.

Department supervisors are responsible for determining the feasibility of any individual remote work arrangement based upon evaluation of the work to be accomplished, benefits to the department, interactions required between the employee who is working remotely and other staff members or customers and the demonstrated skills of the employee. Employees being considered for remote work must have a demonstrated record of acceptable or higher performance, be capable of independent, self-directed work, and be highly self-motivated. A remote work arrangement is developed by the employee and supervisor, but must be approved by both the Office of Human Resources and the President's Staff representative with oversight of the unit.

Remote work arrangements must comply with federal, state and local laws, as well as University policies that apply to employees at University of Health Sciences and Pharmacy in St. Louis (UHSP). This includes, but is not limited to, the Fair Labor Standards Act (FLSA) and the Occupational Safety and Health Act (OSHA). Therefore, remote work arrangements do not change salaries, benefits, job responsibilities, leave policies or other basic terms or legal requirements associated with employment.

Please refer to the Remote Work Policy details and procedures herein.

Applies to: (examples—Faculty, Staff, Students, etc.)

Staff

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Definitions: (optional; suggested for terms that have specialized meaning in the policy)

Policy Details

1. Remote work is an arrangement between management and employee, not an entitlement; is based on the needs of the job, work group and organization; and may be determined by the employee’s past and present levels of performance. Employees on corrective action or performance improvement plans will not be approved for remote work. Human Resources must review and approve any exceptions granted under this policy.
2. This policy covers staff employees only and is intended to provide guidelines for the development and approval of regularly scheduled remote work. This policy does not prohibit employees from obtaining permission to work from home on an occasional or ad hoc basis, provided Item 3 (work to be done remotely) and Item 6 (data security) requirements are met. An examples may be a minor, short-term illness that may be infectious (such as influenza) but do not significantly diminish the employee’s capacity to work. However, even occasional or ad hoc remote work may not be appropriate in all circumstances. For example, remote work is not a substitute for childcare or house-training a new dog. This policy does not apply to emergency remote work situations contained in department continuity of operations plans (COOP), including inclement weather.
3. The nature of the employee’s work must be considered in evaluating the appropriateness of a remote work arrangement.
 - a. Jobs that entail working alone or working with equipment that can be kept at the alternate

- work site are often suitable for working remotely.
- b. Jobs that require physical presence, close contact with faculty/staff/students, or require closer supervision to perform effectively are not suitable for remote work. Examples include, but are not limited to, supervisor, lab positions, custodian, public safety and maintenance staff, and roles requiring significant in-person contact with students.
 - c. Jobs that require a high degree of collaboration and/or group discussion that cannot be adequately recreated in a forum other than in-person interaction may not be suitable for remote work.
 - d. Employees in positions designated as “Critical Personnel” under the University’s Critical Personnel and Continuity of Operations Planning policy may be less suitable for remote work.
4. Other factors to be considered include, but are not limited to, assessing potential costs and savings to be expected; impact on space, equipment, staffing and overall departmental efficiency both at the alternate work location and on the primary work site; and the employee’s overall fitness for self-directed work and demonstrated work record. This may include an evaluation of applicability of HR/payroll burdens for work from another site such as new state worker’s compensation requirements, tax set up, insurance requirements and liability coverage.
 5. The supervisor must communicate in advance what assignments or tasks are appropriate to be performed at the remote work site and what assessment techniques will be used to measure success in meeting performance standards. A good system for measuring the quality, quantity and timeliness of output should be equally effective for both employees on-site as well as those working at home and should not reflect differences in standards.
 6. The University chief information officer (CIO) must approve that IT security requirements have been met for remote work. All forms of information (paper, electronic, conversations) must be kept secure and confidential, and employees are required to complete training on and follow the data protection standards policies found at <https://policies.uhsp.edu/policies>. These policies include, but are not limited to, the following:
 - a. While connecting from an off-campus location, establish a VPN or encrypted connection before accessing any confidential or restricted use data via the network. This must only be done from your University-issued computer. VPN should not be installed on devices that are not managed by the Office of Information Technology.
 - b. All wireless connections must use strong encryption (WPA2 or equivalent or better) such as is offered by the University’s EuTecNet wireless network or by using the University’s VPN over a wireless network.
 - c. Data should only be accessed and/or stored on devices and within services managed by the University. For example, data can be stored on University Microsoft Office 365 accounts and file servers but not in a personal Google Drive.
 7. Ongoing remote work arrangements must be defined in writing and address items in the following list. A template is provided with this policy:
 - a. The business reason for the decision to allow the employee to work remotely.
 - b. Length of time the remote work arrangement will continue.
 - c. Number of hours per day / days per week the employee will work remotely – including when (what days/hours) the employee is expected to work.
 - d. A description of the impact to customers in terms of service and quality of work.

- e. An explanation of how necessary communication with management, the department and customers will be maintained.
- f. List of general duties to be performed while working remotely (Note: other duties or accountabilities may be added/deleted as necessary).
- g. List of essential work that is required to be completed on campus, in person.
- h. List of the necessary computer equipment, peripheral equipment (mouse, keyboard, printer, scanner) and software as well as where/how/by whom it will be obtained and maintained; and define who is responsible for data costs, equipment set-up and maintenance, installation of and/or training on computer software, security of University equipment, materials, and any additional applicable items. Typically, the University will supply or purchase from departmental budgets inexpensive peripheral equipment such as a keyboard, mouse, additional charging cable or docking station. Because a remote work arrangement under this policy is voluntary, the University will not pay for internet service.
- i. In a remote work arrangement, it is the employee's responsibility to collect from campus necessary consumable supplies required for remote work; University funds typically will not be used to ship materials to the remote work site. Supplies will remain the property of the University and must be returned to the on-campus worksite in the event that employment or the remote work arrangement terminates. University funds are typically not used/approved for home office furniture or additional equipment.
- j. A description of how performance and productivity will be measured.
- k. For non-exempt employees, how work time will be tracked.
- l. For exempt and non-exempt employees, a description of expectations regarding hours in the "remote office," productivity, work to be produced, and expectations regarding availability for spontaneous communication. This may include requirements for video and audio communication as outlined by the supervisor.
- m. Information on requirements of the employee to work non-remotely for specific meetings or events that require in-person attendance, and/or requirements to work on campus for a period of time to ensure connection, communication, and collaboration with colleagues and the University community.

8. The employee is responsible for:

- a. Maintaining their own home, high-speed internet connection capable of conducting work (including communications and video conferencing) without significant delays in productivity.
- b. Maintaining the remote work site work area including having suitable table, chairs, power supply, or other furniture or equipment that makes an acceptable work environment.
- c. Maintaining the remote work site in a manner free from health or safety hazards that could endanger the employee, his/her family or others.
- d. Notifying the supervisor immediately about any safety or ergonomic concerns at the remote work site. Health or safety hazards at the remote work site may result in immediate suspension of the remote work arrangement. Injuries believed to be work-related must be reported immediately to Human Resources. If an injury to the employee occurs at the remote work site, management reserves the right, in response to the injury or illness, to inspect the worksite and make appropriate recommendations.
- e. Taking reasonable steps to protect any University property from theft, damage or misuses. This includes maintaining data security and record confidentiality to at least the same degree as when working at the regular University worksite. All University data security (including FERPA and HIPAA policies) and other compliance policies and procedures remain in effect as if the employee were working at the regular University worksite.

- f. Securing dependent or childcare arrangements during agreed upon work hours such that these arrangements do not interfere with work being performed during agreed upon work periods.
 - g. If non-exempt, clocking in and out for all hours worked in the appropriate timekeeping system.
 - h. For exempt and non-exempt employees, maintaining agreed upon hours in the “remote office,” reasonable work productivity and following expectations regarding availability for spontaneous communication.
 - i. Remaining available for communication with customers, colleagues and management as directed by the department. If this includes availability for video conferencing, the employee should dress in attire that is consistent with the University’s dress code policies.
 - j. Returning any and all documents, equipment, badges, keys, etc. upon separation of employment, in accordance with University policy.
9. The employee may not duplicate University-owned documents for home office use without permission and will comply with the licensing agreements for use of all software owned by the University. Depending on the circumstances, the employee may be responsible for any damage to, or loss of, University property.
10. Employees must adhere to all University and departmental policies while remotely working. In particular, all record-keeping requirements must be followed. Non-exempt employees are required to maintain an accurate and timely record kept of all working time as a condition of continued participation in the telecommuting program. Employees cannot be unavailable from the remote work site for an extended period of time during the agreed upon work schedule hours. Employees must also take meal and rest periods according to University policies. An employee is not exempt from the meal period, rest period, time off or other record-keeping policies solely because he/she is permitted to work at home or at another off-site location.
11. The employee will be covered by workers’ compensation for job-related injuries that occur in the course and scope of employment while working remotely. In cases where the home and the designated workplace are the same, workers’ compensation will not apply to non-job-related injuries that might occur in or outside the home or for incidents that occur outside of work hours. The employee must report job-related injuries to his or her supervisor as soon as possible and seek treatment from authorized medical care providers consistent with University policy.
12. Management retains the right to modify, at its sole discretion, or terminate the agreement as deemed appropriate. An evaluation by the supervisor after the first thirty days of the agreement is required. This evaluation can be informal, and should the agreement not be working out, the manager will communicate with the employee regarding what needs to change or end the agreement. Changing or ending the agreement does not necessary equate to a disciplinary action and is not appealable as such, but an employee can consult with HR if they are not in agreement with the decision. An employee should provide at least two weeks’ notice to the University prior to terminating the remote work agreement.
13. This policy is intended to apply to voluntary remote work arrangements only and does not cover remote work as a reasonable accommodation for a disclosed disability or remote work in response to a University emergency or continuity of operations plan. Employees seeking disability accommodations must communicate with Human Resources and request an accommodation for a specific disability. Human Resources will work with the employee and unit to identify an accommodation that does not create an undue burden.

14. The employee will be subject to all applicable College policies during the remote work arrangement.
15. Questions should be directed to the Office of Human Resources.

Procedures

Before an employee may begin working remotely:

1. The employee and/or supervisor suggest a remote work arrangement for a position.
2. If the department head approves in concept, he/she will direct the employee and supervisor to complete the Remote Work Assignment and Agreement document.
3. The Office of Human Resources reviews the Remote Work Assignment and Agreement document for initial approval. If the Office of Human Resources approves, the form is submitted to the President’s Staff representative with oversight of the unit for final approval. If the Office of Human Resources does not approve, the documents are returned to the supervisor for discussion, revision and resubmission or communication with the employee about denial of remote work. Should a President’s Staff person request remote work, the review and approval will be granted by the President.
4. If approved, the President’s Staff representative communicates with the supervisor and others regarding finalized arrangements for the employee to begin remote work. If not approved, the form goes back to the supervisor and Human Resources to communicate the decision with the employee.
5. A copy of all executed Remote Work Assignment and Agreement forms are kept with personnel records.

Responsibilities

<u>Position/Office/Department</u>	<u>Responsibility</u>
Supervisor and Employee	Complete the Remote Work Assignment and Agreement
Supervisor	Approves and submits both forms to Human Resources
Human Resources	Approves or denies request and discusses decision with supervisor
President’s Staff/Unit leader	Approves or denies request and discusses decision with supervisor/HR

Resources (required for any resource referred to in the policy)

Remote Work Assignment and Agreement Form
[Critical Personnel and Continuity of Operations COOP Planning Policy](#)

Policy Contacts

<u>Name</u>	<u>Contact Information</u>
Daniel Bauer	Daniel.Bauer@uhsp.edu ext. 8308

POLICY APPROVALS

POC:

POC Chair Signature:

Date: 05/19/2019

Approved as to Form **Not Approved**


Daniel Bauer (Jun 9, 2021 13:01 CDT)

Policy Sponsor:

Signature:

Date: Jun 9, 2021

Approved **Not Approved**

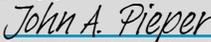

Daniel Bauer (Jun 9, 2021 13:01 CDT)

President:

Signature:

Date: Jun 9, 2021

Approved **Not Approved**


John A. Pieper (Jun 9, 2021 14:33 CDT)

Board of Trustees:

Chair Signature:

Date:

Approved **Not Approved** **Not Applicable**

University of Health Sciences and Pharmacy in St. Louis
Remote Work Assignment and Agreement

This agreement confirms the remote work arrangement between the Department of _____ and _____ (employee), (job title), consistent with the University's Remote Work Policy, the terms and conditions of which are incorporated into this agreement.

1. By signing this agreement, the employee certifies that s/he has reviewed, understands and agrees to abide by the University's Remote Work Policy, including but not limited to specific provisions addressing:
 - suitability of work that can be done remotely, including requirements to be in person as critical personnel, certain meetings, etc.
 - work hours, tracking time worked if non-exempt, accessibility at work and performance expectations
 - use and responsibility for University owned equipment, software and other resources
 - establishing a work space
 - safety and ergonomics
 - work related injuries
 - confidentiality of information and data
 - intellectual property
 - securing dependent/child care during work times
 - revocability of the agreement
 - other matters that may arise in the future

It is further agreed that:

2. Terms of Employment. The employee understands this Remote Work Assignment and Agreement is not a contract of employment between the University and the employee and does not provide any contractual rights to continued employment. It does not alter or supersede the terms of the existing employment relationship. The employee remains obligated to comply with all University rules, policies, practices and instructions that would apply if the employee were working at the regular University worksite. Work products developed or produced by the employee while remotely working from home remain the property of the University.

Work hours, compensation and leave scheduling while remotely working must continue to conform to applicable University policies.

3. Length of Commitment & Termination. This remote work arrangement will begin on _____ and continue until _____ or until ended by the employee or the University. Should the employee wish to terminate the remote work arrangement, the employee agrees to provide a minimum of two weeks' advance written notice to the University.

Continuation of the agreement is subject to review for the business and productivity effectiveness of the arrangement and may be revoked at the sole option of the University at any time. There will be an evaluation by the supervisor 30-days into the agreement to evaluate its effectiveness.

4. Remote Work Assignment, Accountability, Performance Measurement Agreement. A signed Remote Work Assignment Summary (detailing the employee's remote work assignment, performance and communications expectations and work schedule) must be attached to and is incorporated into this agreement.

The employee agrees to stay current on department and work group events and facilitate communication with students and co-workers who may be affected by the employee's remote work arrangement. The employee also agrees to keep the supervisor informed of progress on work assignments worked at the alternate work site and any problems encountered while working remotely. Employee agrees to structure his or her time to ensure attendance at required meetings as designated by the supervisor. The supervisor agrees to facilitate communication within the work group.

5. Equipment, Equipment Insurance, Office Supplies and Property. When the employee uses personal equipment, supplies and furniture, the employee is responsible for maintenance and repair of these items at his/her own expense unless other arrangements have been made in advance and in writing with the supervisor. The University assumes no responsibility for any damage to, wear of, or loss of the employee's personal property.

University owned resources may only be used for University business. The employee is responsible for ensuring all items are properly used. Depending on the circumstances, the employee may be responsible for any damage to or loss of University property.

The employee agrees to take reasonable steps to protect any University property from theft, damage or misuses. This includes maintaining data security and record confidentiality to at least the same degree as when working at the regular University worksite. All FERPA, HIPAA and other compliance policies and procedures, including those for handling the physical and electronic security of Protected Health Information (PHI), remain in effect as if the employee were working at the regular University worksite and will be provided to the employee. The employee must complete refresher HIPAA training before being approved to work from home with PHI. The employee may not duplicate University- owned documents without permission and will comply with the licensing agreements for use of all software owned by the University.

The employee agrees to return in good working order and in a timely fashion all University- owned items used at the alternate worksite upon request or if the Remote Work Assignment and Agreement is discontinued for any reason. If legal action is necessary to regain possession of University-owned property, the employee agrees to pay all costs of suit incurred by the University, including reasonable attorneys' fees; in such circumstances, the University also reserves the right to deduct the cost of any unreturned University property from the employee's final paycheck.

6. Remote Work Site Safety and Ergonomics. The employee is responsible for maintaining the remote work worksite in a manner free from health or safety hazards that could endanger the employee, his/her family or others. The employee must complete ergonomics training.

The employee is responsible for notifying the supervisor immediately about any safety or ergonomic concerns at the remote work site. Health or safety hazards at the remote work site may result in immediate suspension of the remote work arrangement.

The employee will be covered by workers' compensation for job-related injuries that occur in the course and scope of employment while remotely working. The employee must report job-related injuries to his or her supervisor as soon as possible and seek treatment from medical care providers consistent with University policy. In the event of such injury, management reserves the right to inspect the worksite

and make appropriate recommendations. Workers' compensation will not apply to non-job-related injuries that might occur in or outside the home. The employee remains liable for injuries to third parties and/or members of the employee's family on the employee's premises.

7. Signature. Signing this agreement means that it has been reviewed and agreed upon by the employee, Supervisor, Human Resources and Department Head.

Employee's signature	Date
Supervisor's signature	Date
Human Resources signature	Date
President's Staff Person's signature	Date

Attachments: Remote Work Assignment Summary

Distribution: Original: Department Personnel File

Copies: Employee, Supervisor and Human Resources

What are the communication expectations while the employee is working remotely: Times of availability, timeliness of response, systems to be used?
Itemize the equipment, software, supplies, data or furniture the employee will need at the remote work site. Specify which of these items the department will provide and which the employee will provide.
What support services (e.g., troubleshooting equipment problems) will the employee need at the remote work site and how will these be provided?
What will be done to ensure the security of the equipment, software, supplies, data and property?
In the event of equipment failure, how will “down time” be handled? (e.g., employee will perform assignments that do not depend on equipment; time will be made up within the week or charged to an appropriate leave balance; etc.)
What records will the employee keep at home and how will they be handled?

Employee’s Signature	Date
Supervisor’s Signature	Date

Remote Work Draft 6.9.2021

Final Audit Report

2021-06-09

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