School of Science Staff Remote Work Policy

- This policy was approved by the Dean and is in effect from July 12, 2021.
- This policy replaces the prior IUPUI School of Science (SoS) “Policy on Telecommuting for Staff” that was approved on 1/15/19.
- This policy is the IUPUI SoS implementation of the IU policy HR-06-80 on “Remote Work for Staff and Temporary Employees” (henceforth referred as the “IU Policy”) and all aspects of that IU policy apply to SoS employees. This policy supplements the IU policy and it is important that supervisors and employees review that policy (see link below).
  - Remote Work for Staff and Temporary Employees: Policies: University Policies: Indiana University (iu.edu)
- Any existing telecommuting (remote working) arrangements in SoS must be reviewed and documented to be in accord with the IU policy and this policy by August 1, 2021. After that date, all existing arrangements that have not been reviewed and renewed will be terminated.

**Purpose**
The purpose of this policy is to document the appropriate process for establishing remote work as a part of an employee’s regular schedule.

Staff may work remotely over a defined length of time if they have obtained prior approval to do so from their supervisor (see “Ad-hoc” description below). If working remotely, for up to one day per week, is to be a regular occurrence then the employee must complete the appropriate paperwork described here to seek prior approval from the supervisor, the Chair, and the Dean. Per IU policy, remote working is not meant as an alternative for satisfying the employee's dependent care responsibilities (see: Remote Work for Staff and Temporary Employees: Policies: University Policies: Indiana University (iu.edu)).

Remote work is the concept of working from home as part of an employee’s regular schedule. Remote work is a privilege that may be extended by the SoS provided there is mutual benefit for such arrangements. Per the IU Policy, SoS or the employee may terminate a remote work arrangement at any time without cause - at which point the employee will be expected to resume working at the appropriate campus office location.

**Eligibility, Application and Approval**
Staff employees beyond their probationary period in SoS may submit a request for a remote work arrangement to their supervisor. The employee is encouraged to initiate a conversation
with their supervisor about the possibility of remote work for up to one day per week prior to applying for remote work. The formal application begins when the employee completes the request in the IU Remote Work Arrangement (RWA) System (https://rwa.apps.iu.edu/) as well as the SOS form, see below. If the supervisor supports the request, they will forward the proposed remote working plan and a recommendation to their Chair (if appropriate) and then to the Dean of the SoS for approval. Remote working is a privilege extended to SoS employees and is subject to a case-by-case review by the supervisor, Chair, and Dean that will include factors of past performance and the suitability of remote working given the position requirements involved. If a supervisor declines to forward the plan, the supervisor should explain the reason for the denial and how/or if the employee may become eligible in the future. The employee may appeal a declination to the Chair (or to the Dean of SoS if the Chair is also the supervisor) by providing a written request. Employees should keep in mind that remote work is not suitable for every job, and that it is a privilege that is not subject to the grievance procedure.

Remote Work plan
All remote work plans shall follow the IU policy, and the plan should include the following details (see the form below):

- Proposed schedule of days that the employee will be working remotely and when they will be in the office.
- Proposed availability during remote working and provisions for the employee to attend face-to-face meetings when necessary.
- Proposed documentation of work such as a daily or weekly work log or summary that will be completed by the employee during the remote work period and submitted to the supervisor on a defined, regular basis for review (documentation style to be agreed to by employee and supervisor) and filed with SoS Human Resources monthly. SoS Human Resources will retain work documentation for a period of three years.
- Proposed plan for the employee to check in with the supervisor on an agreed upon regular schedule.
- Proposed plan for the supervisor to engage with the employee in answering questions, monitoring productivity and conducting the ordinary interactions needed to manage the workload and evaluate whether the arrangement continues to be mutually beneficial.
- Proposed plan for the materials and contact means the employee has in order to facilitate working remotely (e.g., laptop, cell phone number that can be used if the supervisor or other employees need to contact the employee, etc.). Video/phone contact details to ensure seamless communication with those outside of SoS should be a part of the technical plan.
- Outline any additional equipment needs and costs. Note that the IU Policy states: IU will provide only the equipment that is necessary and appropriate to enable employees to perform the functions of their positions in the remote location. IU will not fully replicate space
and equipment at on-campus and off-campus work spaces.

- Employees who work remotely should use only IU-owned IT devices that have been reviewed by departmental IT support staff for compliance with IT policies and standards (including Security of Information Technology Resources IT-12 and IT-12.1 Mobile Device Security Standard) and have an Endpoint Management tool installed. If IU-owned IT devices are not available, users must exclusively use remote access tools such as Virtual Desktop Infrastructure (IUanyware) or Remote Desktop, etc. “Keep Working” (https://kb.iu.edu/d/home) provides guidance on these topics.

- Remote employees are responsible for ensuring that their internet connectivity is adequate to support remote work and for any cost incurred for that data plan. Unless required by the state law in which the remote employee works, IU will not provide or reimburse a phone (landline or cell) or data plan.

Plans for remote working should be approved per the IU policy at 90 days and then every 6 months, at which time the supervisor will meet with the employee to review and discuss any changes needed to the remote work plan. Requests to renew (including any revisions or updates to the plan) should be initiated by the employee in writing and then be approved by the supervisor, the Chair, and the Dean. Copies of approved plans and renewals of existing plans shall be filed with the SoS HR Business partner.

Ad-hoc Remote Working
The procedures outlined here are intended to clarify conditions under which remote working is approved as part of a regular work schedule. On appropriate occasions, employees may need to work remotely on an ad-hoc basis. Such ad-hoc remote working sessions must be approved in advance by the employee’s supervisor and documented in writing (e.g., e-mail). Supervisors shall periodically review employee requests to ensure that the working environment is equitable to all employees. Ad-hoc arrangements should include the provision for a simple daily list of the activities undertaken by the employee during that day to be submitted to the supervisor (the format of this to be agreed between the employee and the supervisor).

Important Note about Compensation
The employee’s compensation, benefits, work status and work responsibilities will not change due to participation in the remote working program (or ad-hoc remote working occasions). The amount of time the employee is expected to work per day or pay period will not change as a result of participation in the remote work program.
Remote Work Agreement Form

Employee Name: ___________________________ Department: __________________
Position Title: ________________________________
Employment Start Date: ________________________________

Provide rationale for remote work request:
______________________________________________________________________________
______________________________________________________________________________
______________________________________________________________________________
______________________________________________________________________________

Proposed Remote Work Days and Times ________________________________

Remote Site/Contact Information:
Address: ___________________________ Phone number: _______________

Remote Work Plan:
(describe the plan in detail including the elements listed below)
______________________________________________________________________________
______________________________________________________________________________
______________________________________________________________________________
______________________________________________________________________________
______________________________________________________________________________

- Propose a schedule of days that the employee will be working remotely and when they will be working on campus.
- Confirm availability for remote working and an understanding that the employee is expected to attend face-to-face meetings on normally scheduled days.
- Confirm expectations regarding professional representation in video backgrounds, attire, etc., during remote work.
- Propose measures to ensure the management and safety of institutional data.
• Propose how work will be documented, such as in the form of a daily or weekly work log or summary that will be completed by the employee during the remote work period and submitted to their supervisor on a well-defined and regular basis for review (to be agreed by employee and supervisor) and filed with SoS Human Resources monthly. SoS Human Resources will retain work documentation for a period of three years.

• Propose a plan for the employee to check in or communicate with their supervisor on regular schedule. This should include time for the employee and the supervisor to engage in addressing questions, monitoring productivity and conducting the ordinary interactions needed to manage their workload and to evaluate whether the arrangement is mutually beneficial.

• Propose a technical plan for the employee to facilitate working remotely (e.g., computer systems for email and work, phone number that can be used if supervisor or other employees need to contact; video/phone contact to ensure seamless communication with SoS, external contacts, etc.)

• Outline any additional equipment needs and costs and a plan for expenses such as supplies, upkeep and repair of equipment, etc.

• Indicate how will time off be addressed. This includes the process for requesting and documenting time off.

• Indicate how workstations are to be used, i.e., are there shared workstations and/or office accommodations needed when working on campus?

• Indicate how the employee's performance is to be evaluated.

• Indicate how the hours of work are to be recorded to ensure compliance with the record keeping and overtime requirements of the Fair Labor Standards Act.

Terms of Agreement (These apply to standard and ad-hoc remote work arrangements)

1. An employee who is working remotely is still obligated to comply with all university rules, policies and procedures. Violation of such rules, policies and procedures may result in immediate cessation of the agreement and to possible disciplinary actions.

2. The expectations for staff to complete assigned tasks and to meet deadlines will be no different than when staff are located onsite.

3. Employees working remotely are responsible for establishing a daily work schedule that is agreeable to their supervisor and must clearly mark their calendars with exceptions to the agreed upon work schedule.

4. Employees should be easily reachable during the agreed upon standard hours.

5. This agreement may be terminated if the employee fails to meet requirements of the agreement, the supervisor fails to meet the requirements of the agreement, the supervisor, the Chair, or the Dean determines the arrangements are not meeting the needs of the department, school, and/or the University, or if the employee and the supervisor decide that the arrangement is no longer in their best interests.
6. The employee is expected to meet the expectations of the job and the requirements of this agreement. If the supervisor determines that the employee is not meeting job expectations, then the employee will be required to return to the traditional onsite work arrangement and disciplinary action may be initiated according to University policy.

7. A safe work environment must be utilized to ensure the safety of the employee and of any University equipment that may be used.

8. Workers' Compensation eligibility and requirements: A safe and appropriate work space, that will not subject the employee to interruptions or distractions, shall be maintained by the employee at the alternative work location.

9. All municipal zoning ordinances regulating the performance of work at home for employment purposes must be observed. All tax and insurance implications of working remotely are entirely the responsibility of the employee.

10. Nothing contained in this agreement conveys upon the employee a contract of employment.

**Equipment and Access (These apply to standard and ad-hoc remote work arrangements).**

1. No University data of any kind should be stored on personally owned computers. Employees working remotely will either be working on University owned and configured computers or will be using the campus VPN and remote desktop to connect to and work on their office computer.

2. The employee will provide adequate safe and secure networking.

3. All access to IU resources or network access involving the access or manipulation of IU data will only be allowed after a secure connection is made to the IU network via VPN (pulse secure) by the authorized employee.

4. Employees will be expected to be accessible via their IU phone number either by forwarding their work number or a local install of appropriate hardware and software.

5. The employee agrees to provide security and protection against computer viruses or other malware by providing computer protection and performing appropriate operating system and application updates.

6. Employees will be expected to return university owned equipment to the School of Science IT group for appropriate updates, repairs, or configuration changes as needed.

7. University equipment or access to university resources is limited to the employee and is not to be shared with family members or any others with access to the workspace. Equipment will be password protected and passwords will not be shared.

8. Employees will adhere to all School of Science and University Information Technology policies.

**Employee Assurances (These apply to standard and ad-hoc remote work arrangements)**

Employee agrees:

1. To provide their supervisor access to the phone number and address of the alternate work site.

2. To refrain from using employee vehicles for university business unless specifically authorized by their supervisor.
3. To request permission from their supervisor and contact the School of Science IT staff prior to moving any IU equipment to other locations in the U.S. or abroad.

4. To return all IU equipment within one week of the end of this agreement.

5. To be responsible for ensuring compliance with the plan described above to prevent others from having access to IU data of any kind.

6. To immediately report any accidents, injuries, workplace violence or harassment at the alternate worksite to their supervisor.

7. To abide by governmental codes, rules, regulations, and zoning ordinances, as well as, any tax implications associated with home offices.

8. To assume liability for equipment and property damage and injuries to self, third persons and/or family members at the alternative worksite as provided for under HR policy for on-the-job injuries.

9. To indemnify and hold harmless the University and its staff members, agents, officers, trustees, successors and assignees (in their official and individual capacities) from and against any and all claims, demands, judgments or liabilities (including any related losses, costs, expenses and attorney fees), resulting from, arising out of, or in connection with any injury to person (including death) or damage to property, caused directly or indirectly by the services provided hereunder by the staff member or by the staff member’s willful misconduct or negligent acts or omissions in the performance of the staff member’s duties and obligations under this arrangement except where such claims, demands or liability arise solely from the gross negligence or willful misconduct of the University.

Agreement

I, ______________ (name) __________, agree to the above terms of the remote working agreement and the actions that will be taken if I should violate these terms. I have also read the IU Policy HR-06-80 “Remote Work for Staff and Temporary Employees” and I understand that all aspects of that IU policy also apply to School of Science employees.

________________________________________
Employee Signature

________________________________________
Date

This agreement is for up to 6 months. The date for renewal or cancellation is

________________________________________
Accepted

Before signing the remote working agreement, the supervisor should ensure the employee understands all of the obligations as stated in the agreement.

____________________________________
Supervisor Name

____________________________________
Supervisor Signature

______________________________
Date

______________________________
Chair’s name (if appropriate)

____________________________________
Chair Signature

______________________________
Date

Approved

____________________________________
Dean of Science Name

____________________________________
Dean of Science Signature

______________________________
Date

Copies of the signed agreement are to be distributed to the employee, the supervisor, the SoS Dean, and the SoS Human Resources office.