

## **Interim Remote Work Policy**

### **1. Purpose**

This policy sets forth the requirements and expectations of Bradley University for employees who are granted the opportunity or instructed to work remotely. Remote work is an arrangement whereby an employee is regularly scheduled to work away from their assigned campus workspace in an approved workspace. Employees may work remotely on a daily basis or have a partial remote work arrangement where the employee works remotely on specified days or during specified hours. Remote work agreements may be either mandatory (an employee is directed by Bradley University or by government mandate to work remotely) or voluntary (an employee is allowed to work remotely). This Policy and the attached Agreement address both scenarios.

### **2. Scope**

Eligibility for remote work is limited to all employees of Bradley University located within the United States. The Remote Work Policy does not apply to remote work associated with research or field activities of Employees who must perform duties in the field at, or near campus, nor does the remote work policy regulate intermittent work performed by exempt employees at home or elsewhere during evenings, weekends, holidays or other time off from work or core work hours.

### **3. Requirements**

Employees who are eligible for remote work must meet with their supervisor to determine whether remote work is appropriate. Supervisors must review this policy and complete the tasks in the Checklist (section 4.2, below) to determine whether remote work is appropriate.

#### **3.1 Participation Criteria for Remote Work**

Participation Criteria for Voluntary Remote Work: Any employee who would like to work remotely must have a proven ability to perform all functional components of the position to a satisfactory level of expectation as determined by the supervisor. The supervisor must determine whether remote work, or what extent of remote work, will adversely affect the supervisor's department or whether remote work is simply not appropriate for the employee's duties or functions. For example, to meet student demand for an in-person experience, the vast majority of student-facing services and duties will take place in-person. All employees must acknowledge job or work expectations may change over time, and a remote work arrangement may be re-evaluated based on these considerations.

While remote work may be a voluntary agreement between the employee and Bradley University, Bradley University reserves the right to require any employee to work remotely at any time; for any period of time, as determined by business needs; and for any reason, including public-health requirements of federal, state and/or local authorities.

### **3.2 Relationship of Remote Work Policy to Remote Work Agreement**

Bradley University Remote Work Agreement is an integral part of, and is incorporated into, this policy. The Remote Work Agreement is attached as Appendix A.

Remote work may only commence in accordance with this policy after a candidate for remote work signs a Bradley University Remote Work Agreement and after both the candidate's supervisor and Human Resources sign that agreement. If the Remote Work Agreement is not signed by all required parties, any Employee who works remotely shall be considered absent without leave if the employee fails to report to work when able to do so.

### **3.3 Required Periodic Review of Remote Work Arrangements**

Remote work arrangements should be reviewed annually or more frequently to ensure the arrangement meets both Bradley University's and the employees' needs and complies with all applicable requirements.

Indications a Remote Work Agreement should be terminated include:

- o The absence of a sound basis to evaluate the employee's performance;
- o Any shortfall to the quantity or quality of the employee's work as compared to the employee's previous work or to those who work on site;
- o The inability to obtain a prompt response from the employee during regular work hours;
- o The existence of distractions at the remote work site when communicating with the employee that, in the determination of the Employee's supervisor, are disruptive to a team or interfere with the employee's ability to perform the duties and responsibilities of their work.

### **3.4 Work Location**

An employee's work location is an important consideration in determining the feasibility of a Remote Work Agreement. Supervisors must review the employee's proposed work location with the employee. The relevant laws regarding taxes, minimum wage, paid sick leave and

other employment obligations must be reviewed for the location from which the employee proposes to work remotely. The cost and administrative burden of complying with such obligations must be considered when determining whether a remote work arrangement is appropriate. If the location from which an employee proposes to work remotely is in a different state from the office to which the employee ordinarily reports, all of the employment-related laws for that state must be reviewed when determining whether a remote work arrangement is appropriate.

### **3.5 Workspace, Ergonomics and Security**

Employees are required to use any Bradley-issued or approved equipment and software when performing work for Bradley University. Bradley University may determine the appropriate equipment needs and services (including hardware, software, modems, phone and data lines, and other office equipment) for each remote work arrangement. Employees are not expected to and should not purchase any item to perform work unless expressly approved in writing.

An Employee must be able to provide a secure and safe working environment in order to remote work and identify before signing the Remote Work Agreement what additional items and expenses are necessary to provide a compliant workspace. If a change occurs necessitating additional items or expense to maintain a compliant workspace, the employee shall immediately notify Bradley University and allow it to approve the additional items or expense or terminate the remote work arrangement. A supervisor must review the following guidelines with a candidate for remote work and should obtain satisfactory responses from the candidate before approving a Remote work Agreement:

- **Workspace:** Employee is responsible for having a workspace where interruptions are controlled during work hours;
- **Location:** A work site must be in an area with minimum noise and distraction, and avoid breaches of information security, which is usually separate from normal household activity areas. The work site must not be susceptible to interruptions, and where necessary should have a door that can be closed so household members will not interfere with work;
- **Desk or table:** The height of a desk or table should be comfortable for writing and reading. Conventional desks are usually 29 inches high;
- **Computing surface:** The recommended height for a computing surface is approximately 26 inches. A keyboard should be positioned so the arms and wrists can be kept straight. A computer screen should be positioned at arm's length from the face and slightly below eye level;

- Chair: The seat height should be 15 to 21 inches. A chair should provide adequate back and neck support and be adjustable for maximum ergonomic comfort;
- Lighting: Adequate lighting, preferably directed from the side or behind the line of vision, must be present;
- Electrical Safety: The following guidelines should be followed for safety considerations:
  - o Grounded outlets should be used whenever possible;
  - o The use of extension cords should be limited. Extension cords should be in good condition and of the same wire size as the cord being extended and should not limit grounding;
  - o The number of devices connected to any outlet must be limited to the number of receptacles provided by the outlet; and
  - o Employee should comply with all safety precautions included in instruction and use manuals for all devices and electrical supplies.
- Security: The following guidelines should be followed to protect the security of Bradley University information:
  - o Employee is expected to ensure the protection of proprietary employer and client information accessible from their workspace consistent with the organization's expectations of information security for employees working at the office or as specifically applicable to remote workers. Steps include covering or otherwise securing sensitive material, regular password maintenance, connecting to Bradley University's Virtual Private Network (VPN) software, and any other measures appropriate for the job and the environment. Employees who must use a printer in connection with their remote work may be required to shred confidential and proprietary information after it is printed. The supervisor and employee should discuss whether printing and/or shredding will be necessary for the remote work;
  - o Employee must not share devices with any person not employed by Bradley University; and
  - o Employee remains obligated to comply with all employer security policies, practices and instructions. For your convenience, these policies are located at <https://www.bradley.edu/sites/it/about/policies/data/>.

If at any time an employee who chooses to work remotely, rather than perform their work at the employer's location, requires particular equipment or other accommodation related to workspace, ergonomics or security to perform the work remotely, they must raise those requests with their supervisor so Bradley University can determine whether the arrangement is appropriate before any expenditure is approved. The Remote Work Agreement provides a section for an employee to make such requests for items known at the outset of the remote work arrangement.

## **4. Compliance**

### **4.1 Employee Compliance Responsibilities**

As a Bradley University employee, it is your responsibility to:

- (i) Learn and understand the requirements of this policy;
- (ii) Apply the requirements of this policy to your job responsibilities and to your remote work arrangement;
- (iii) Comply with the requirements of this policy;
- (iv) Cooperate fully in any audit or investigation related to this policy; and
- (v) Promptly report any violation of this policy to management, Human Resources or through Bradley University's EthicsPoint (anonymous and confidential hotline for reporting activities that may involve inappropriate financial, ethical or illegal behavior by calling 877-226-2407 or <https://secure.ethicspoint.com/domain/media/en/gui/23412/index.html>), as appropriate.

### **4.2 Supervisor Compliance Responsibilities**

#### **Checklist for Establishing Remote Work Agreement:**

A supervisor must review every item in the Remote Work Agreement with the candidate for remote work to ensure the candidate for remote work understands all of their obligations and agrees to every one of those obligations, including the requirements for accurate timekeeping, and for a secure workspace and the relevant information security policies. In particular, a supervisor must review all of the following with a candidate for remote work before approving a Remote Work Agreement:

- Employee requests to remote work: Review the Participation Criteria set forth in Section 3.1;
- Information Security: Review requirements of Section 3.5, and any applicable data

security policies;

- Expenses:
  - o If an Employee's remote work location is not in the state where the employee's home office is based, discuss with Bradley University's Payroll Office or Office of Human Resources to determine whether the remote work agreement can be approved;
  - o Determine necessary equipment and other tools, considering any equipment or tools requested by an employee; and
  - o Determine expense reimbursement requirements for the remote work location in consultation with Human Resources.
- Note any requested variation from the Remote Work Agreement on the agreement before forwarding the agreement to Human Resources for approval. **Variations from the Remote Work Agreement are strongly discouraged;**
- Obtain an assurance from the candidate for remote work that the candidate has reviewed all applicable zoning, homeowner's association, local business licensing and other laws and can ensure the remote work relationship will not violate such laws;
- Review the ergonomic guidelines in section 3.5 with the candidate so the proposed work space meets the ergonomic guidelines;
- Establish the regular work hours of the candidate for remote work; and
- Do not provide advice on the tax implications of remote work. If asked for such advice, direct the remote worker to their tax advisor to resolve any such questions.

Checklist for Managing Ongoing Remote Work Agreement:

- Make certain employees know and understand this policy;
- Take affirmative steps to prevent violations;
- Comply with the requirements of this policy;
- Monitor and enforce accurate timekeeping and adherence to working time for nonexempt employees;
- Minimize and prohibit working off the clock by requiring, reviewing and (where appropriate) approving requests for overtime, and by refraining from engaging nonexempt employees on work-related matters outside of their scheduled work time;

- Establish proactive methods to determine if violations have occurred;
- Supervisors must promptly report to Human Resources any claim, loss, irregularity or injury arising from employee;
- Ensure any employee who reports a suspected violation is protected from retaliation.

#### **4.3 Violations & Discipline**

Any employee who violates this policy, conceals or destroys evidence of a violation, withholds information from or refuses to cooperate with an investigation of a possible violation, will be subject to appropriate discipline, up to and including termination.

#### **5. Governance**

To the extent any provision of this policy is contrary to applicable law, the provisions of the law will control, and this policy will be implemented in compliance with such law.

#### **6. Sponsoring Organization**

The Office of Human Resources is responsible for oversight and implementation of this policy.

## Appendix A

### Remote Work Agreement

I have read, understand and reviewed with my supervisor all of the conditions for remote work described in Bradley University's Remote Work Policy. I agree to all of the responsibilities of and conditions for remote work that are described in the Policy and this Agreement.

#### Basic Rules

- I understand that remote work is not an entitlement. Permission to work remotely is based on job function, work group, needs of internal and external stakeholders, my past and future performance, and permission from my supervisor.
- I understand that remote work may be suspended or terminated based on performance, business reasons, or at the sole discretion of my supervisor, with or without advance notice. Generally, a supervisor will provide reasonable notice prior to suspending or terminating remote work.
- I agree to be bound during remote work by all Bradley University policies and guidelines that would apply if I were working on site.
- I agree to be bound during remote work by all laws and employment agreements that I have with Bradley University, including those concerning proprietary information and intellectual property.
- I am expected to meet the same standards of performance as employees in the same job classifications who do not remote work.
- I may be requested to provide more frequent and more detailed reports of my work and progress with respect to my work and agree to do so.
- I am aware that employment and labor law notices are posted in Bradley University's Office of Human Resources, but are also posted so that they are available to me online.
- I agree that remote work does not change the at-will nature of the employment relationship and that either Bradley University or I may terminate the employment relationship at any time, with or without advance notice.



## Hours

- I understand that my supervisor must approve, in writing, my regularly scheduled work hours and any change in those hours. Scheduled hours may vary from one employee to the next in order to meet Bradley University's needs and other requirements.

- I agree that I may be required to adjust my remote work schedule and/or report to campus for work as needed (e.g., special events or meetings, to fill in for a colleague who is on leave, etc.).

- My initial remote work schedule is:

Days of Week	Start Time	End Time

- I understand that, if an exempt employee (not eligible for overtime pay), my described schedule is my baseline hours of work and I am expected to work as necessary to timely and appropriately finish my duties.

- I understand that, if I am non-exempt (eligible for overtime pay), I must have my supervisor's approval to work hours in excess of or other than these scheduled hours.

- I understand that, if I am non-exempt, I must take meal and rest periods in accordance with applicable laws and policies.

- I understand that, if I am a non-exempt employee, I must accurately and promptly record all of the time that I work, regardless of whether that work was pre-approved or consistent with my assigned work schedule including off-the-clock work described below.

- I understand that, if I am a non-exempt employee, I must accurately and promptly record all of the start and end times of all work and meal periods. I do not have to record paid rest periods.

- I understand that if I am a non-exempt employee, off-the-clock work is strictly prohibited while I remote work. Off-the-clock work includes checking and responding to emails and making and responding to phone calls outside of scheduled work hours.

- I will work and be accessible during my regularly scheduled hours, regardless of the

location at which I work.

- I understand that remote work is not a replacement for appropriate dependent care or other responsibilities of my personal life. I will provide the same undivided attention to my work as if I were working on site. If my personal circumstances prevent me from avoiding distractions or interruptions at the remote work site (for example, inability to obtain dependent care or attending to family medical needs), I will notify my supervisor immediately. Any alteration in schedule to accommodate dependent care needs must be approved by my supervisor.

- I understand that Bradley University's attendance and timekeeping policies, vacation time policies and paid and unpaid leave (including sick leave) policies apply to remote work employees in the same manner that they apply to employees who work on site.

### **Benefits and Compensation**

- I understand that compensation and benefit plans will remain the same when I remote work because the job responsibilities of remote workers and on-site workers remain the same.

- I understand that Bradley University's paid time off policies apply to me while I remote work. I must record and use paid time off for all variations from my regular work schedule, whether those variations occur while I am at my remote work location or elsewhere.

- I understand that I will continue to be covered under Bradley University's workers' compensation policy for injuries arising out of and in the course and scope of my employment and during work hours and in the designated work area of the home. I agree to promptly advise my supervisor and file a claim if I am injured on the job and will do so as soon as possible after the injury occurs.

- I understand that Bradley University is not liable for injuries occurring in my home workspace when I am not engaged in work. Further, Bradley University is not liable for loss, destruction, or injury that may occur in, to, or around my home, including to family members or visitors.

### **Work Location**

- To ensure accurate recordkeeping regarding the location of employees and to minimize expenses and liabilities for the University, I understand that my work location where I will perform all remote work must be in the same state as the office to which I report other than required business travel unless a different state is identified immediately below and my

supervisor approves this Agreement. The full address of my authorized work location is:

- I understand that, if I am non-exempt, I am authorized to work only at the above location unless specifically authorized by my supervisor to work while traveling and then only to the extent authorized.

- I understand that, if I am an exempt employee, I am expected to regularly work at the above location, except as needed to meet the requirements of my job or to travel for business.

### **Workspace**

- I will notify my supervisor prior to entering into this Remote Work Agreement, and immediately if something changes, if there is anything more needed to make the workspace compliant and secure as described in Bradley University's Remote Work Policy.
- I will notify Bradley University prior to entering into this Remote Work Agreement, and immediately if something changes, if I do not have a workspace that will minimize interruptions, such as a location that will allow me to shut a door, where needed, to separate my workspace or otherwise minimize disruptions, or if there is a change to my dependent care obligations or the like.
- I agree that no in-person Bradley University business-related meeting may occur in my personal residence.
- I will promptly report to my supervisor and the IT Service Desk any access to proprietary information by anyone other than myself, and any virus, malware or other impediment to the full functioning of my equipment and programs.
- I will promptly report to my supervisor any loss or damage to Bradley University equipment, files, documents or other resources.
- I agree to use a workspace where proprietary information cannot be observed or accessed by anyone else. I agree to secure all proprietary information consistent with Bradley University policy.
- I agree to dispose of proprietary information according to the Bradley University's guidelines or return proprietary information to a Bradley University facility for disposal.

· I represent that I have determined that remote work from my designated workspace will comply with all applicable laws, including zoning, homeowner’s association and local business licensing laws. I will promptly notify my supervisor if I become aware of any changes in such laws or rules that affect the use of my workspace for remote work.

· I agree to provide Bradley University access to the workspace upon reasonable notice and during working hours in order to retrieve equipment and supplies, ensure the workplace is compliant with this Remote Work Agreement and Bradley University’s Remote Work Policy. I agree that 48 hours’ advance notice is presumptively reasonable for visiting the workspace during regular business hours, Monday through Friday, on days not recognized as Bradley University holidays.

**Equipment and Supplies**

· Bradley University has provided the following equipment for me to use for my remote work:

---

---

· If I believe I need additional items to remote work, they are listed here (or indicate “none”), and reimbursement for these items must be approved:

---

---

· Other than the items listed above, I already have and use for my personal use as well everything that might be needed to fully perform my work remotely.

· I must care for any Bradley University-owned equipment provided in a manner suitable to the equipment and the purposes for which it was provided.

· I will promptly report to my supervisor any damage or loss of Bradley University’s equipment, other loss or injury to Bradley University’s interests or any illness of or injury to myself.

· I understand that Bradley University provides appropriate software licenses per employee regardless of work location. I will use Bradley University-supplied or approved hardware and software at all times for all work for Bradley University. Bradley University software, in addition to the hardware, remains the property of Bradley University and may not be duplicated or modified for any reason.

· I have and will maintain an internet connection that provides a stable and secure connection from my home to Bradley University's network and the expense amount noted below is sufficient to cover all applicable expenses.

· I will obtain a separate business telephone line and/or cell phone for business use if requested by my supervisor. I will obtain approval from my supervisor prior to incurring costs for a separate telephone line or cell phone. Bradley University reserves the right to review all charges prior to authorizing payment for the installation of the additional phone line. All separate telephone lines must be listed in Bradley University's name and Bradley University must have the exclusive right to control use of the phone number.

· I will make all telephone and video conference calls through my Bradley-provided computer and use the following as alternative means of receiving telephone calls:

Primary Phone Number	Secondary Phone Number

· I agree to transact all Bradley University business on Bradley University's network and voicemail systems that belong to Bradley University or are approved by Bradley University.

· I agree to send all email communications regarding Bradley University business through Bradley University's email systems or as permitted by the Bradley University's information security policies.

· I understand and agree that all telecommunications, email and all data on Bradley University equipment, systems and storage media are owned by Bradley University and that all Bradley University-related email and all data on any personal equipment, systems or storage media used for business are owned by Bradley University. Such telecommunications, email and data are subject to Bradley University's policy regarding the ownership of and absence of privacy in such resources even if located at a remote location. I understand and agree that Bradley University may retrieve and read any message or data composed, sent, received or stored on its equipment, supplies, systems or storage media and may retrieve and read any Bradley University messages or data composed, sent, received or stored on my personal equipment. I expressly consent to electronic monitoring of all of the foregoing.

## **Expenses**

- I understand that Bradley University may provide paper, files, pens and similar office supplies from the office to which I report or allow me to be reimbursed for approved purchases if I cannot obtain such office supplies from Bradley University. Any reimbursement for approved purchases must be accompanied by receipts and submitted within 30 days of incurring the expense.

- I understand that I will not be reimbursed for expenses in any week in which I perform no work. I will report any week in which I do not perform any work.

- I agree that the costs I might incur in order to remote work are less than the personal costs I would otherwise incur working from my regular office location (for example, gas and vehicle maintenance for commuting in my personal vehicle) and that this is an additional benefit I have gained by remote working.

### **Termination**

- I agree that upon request, termination of the Remote Work Agreement, or termination of employment, to immediately make all Bradley University information, documents, files, storage media, supplies, equipment and other property and all duplicates thereof available to Bradley University by delivering such in-person to Bradley University on a regularly scheduled workday, between 8:00am and 5:00pm, immediately following a request, termination of the Remote Work Agreement, or termination of employment.

- I agree to safeguard all Bradley University-owned information, documents, files, storage media, supplies, equipment and other property and all duplicates thereof until recovered by the Bradley University, regardless of any delay in the recovery by Bradley University of such documents, files, storage media, supplies, equipment and other property and all duplicates thereof, including such documents or information stored on my personal devices.

I agree to all of the responsibilities of and conditions for remote work that are described in this Agreement and the Policy.

**Remote Worker's Signature:** \_\_\_\_\_

**Remote Worker's Printed Name:** \_\_\_\_\_

**Remote Worker's Title:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Approvals**

This Remote Work Agreement cannot take effect until signed below by both the remote worker's supervisor, Vice President, and Human Resources.

**Supervisor's Signature:** \_\_\_\_\_

**Supervisor's Printed Name:** \_\_\_\_\_

**Supervisor's Title:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Vice President's Signature:** \_\_\_\_\_

\_\_\_\_\_

**Vice President's Printed Name:** \_\_\_\_\_

**Vice President's Title:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Human Resources Signature:** \_\_\_\_\_

**Human Resources Printed Name:** \_\_\_\_\_

**Human Resources Title:** \_\_\_\_\_ **Date:** \_\_\_\_\_