

## **Remote Work**

### **Purpose**

This policy provides structure for instances where employees work on a regular or occasional basis at remote worksites for all or part of the regular scheduled workweek set by Mayville State University.

Participation in a remote arrangement is discretionary on the part of management and voluntary on the part of the employee, unless specifically stated as a condition of employment. It is not a MaSU benefit and does not change the terms and conditions of employment with MaSU. Remote work is NOT an employee right or entitlement. Remote work arrangements focus on the business needs of the organization first, but also give consideration to employees who desire workplace flexibility.

### **Scope**

This policy applies to all full-time and part-time staff and all faculty.

### **Key Terms**

1. “Primary Work Site” refers to the Mayville State University Campus or a location leased, owned, or managed through an interagency agreement by MaSU.
2. “Remote Work” refers to an arrangement to work at an office in one’s home or other approved location not at the primary work site, per the agreed work schedule in the remote work agreement.
3. “Occasional Remote Work” refers to remote work that is (a) not long-standing, (b) typically arranged on a case-by-case basis, (c) has no regular pattern to days of the week or month when remote work occurs, (d) or is over a period less than 30 consecutive calendar days. As a general guide, Occasional Remote Work will not exceed 25% of the workhours within a pay period.
4. “Regular Remote Work” refers to remote work that is (a) long-standing, (b) with a regular prearranged pattern of days per week or month, and (c) extends over 30 consecutive calendar days.
5. “Remote Work Agreement” refers to the MaSU form that is completed by the employee and employee’s supervisor, and further approved by the Cabinet member with department oversight and the Vice President for Business Affairs. This document establishes specific conditions for the employee working remotely.

### **Eligibility**

Remote work is appropriate for some employees and some positions, but not all employees or positions. Remote work is available at the supervisor’s discretion, with appropriate Cabinet member and VPBA approval. If the remote work location is outside of North Dakota for more than 30 consecutive calendar days, the Vice President for Business Affairs must review in advance. Considerations in determining suitability of remote work for an employee and/or position include:

- Essential job duties can be performed outside the primary worksite
- Job duties are measurable, portable, and reasonably tracked
- Possess a demonstrated skill level in the work to be performed
- Demonstrated ability to work independently and manage time and workload
- Exhibits expected job performance in accordance with the review process
- Not in probationary status, or at discretion of the supervisor
- No current Performance Improvement Plans or other disciplinary documents.
- Remote site includes access to secure and reliable internet connectivity
- Willing to perform work to MaSU Professional Work Standards
- Ability to maintain a quiet, distraction-free working space where they can ensure callers will not overhear household noise. Residence in North Dakota or state supported through NDUS payroll and HR systems

If a position is intended to be a remote position, and thus remote work is a condition of employment within the position, this requirement should be included in both advertising the position and in offering employment for the position.

### **Guidelines**

MaSU may establish remote work as an alternative and as determined appropriate and consistent within the purpose, scope, and eligibility guidelines outlined above. Additional Specific Guidelines include:

- A. Regular Remote Work must be documented and approved through a Remote Work Agreement. The immediate supervisor bears responsibility for assuring the agreement is in place prior to Regular Remote Work beginning. Remote Work Agreements should be renewed annually.

Discontinuation of Regular Remote Work may be initiated by either the employee or the University provided remote work is not a condition of employment. This may be done without cause at any time. When practical, the employee or University will provide a two week notice of discontinuation of the Remote Work Agreement. When remote work is a condition of employment, discontinuation of the Remote Work Agreement may only be initiated by MaSU.

Continuation of Remote Work Agreements by a supervisor is based on University and/or Department business needs, employee performance, and other factors pertinent to the specific agreement.

- B. Occasional Remote Work, as defined above, may be arranged between a supervisor and employee on a case-by-case basis. The Remote Work Agreement form is not required. However, the

duration and supervisor's permission should be documented via email. MS Teams Chat or text message may also be acceptable as documentation.

Employees with a Regular Remote Work agreement may still engage in occasional remote work (for example, a short-term change or addition to the regular remote work schedule.)

C. Additional Expectations and Guidelines include the following:

1. Works Schedules: Employees are expected to be fully available during regularly scheduled and approved work hours. Expectations of total number of hours, reporting of time, use of leave, and request for overtime hours (as applicable to non-exempt employees), are the same as for the primary work site. Availability includes standard electronic communication means within the department and/or university including video conferencing, MS Teams, email, text, and phone (including soft-phone applications).
2. Regular work from home schedules that create disruptions or effect university efficiency may be a reason for a supervisor to terminate or mandate a change in remote work scheduling. This may include attendance for certain in-person campus meetings.
3. Non-exempt employees, including those working remotely, are subject to Fair Labor Standards Act regulations. Any hours worked over 40 in a week must be authorized in advance by a supervisor and the employee must accurately record all time, including any approved overtime. MaSU defines the work week as Sunday-Saturday.
4. No Substitution of Leave: Remote work cannot be used in place of Workers' Compensation leave, sick leave, Family and Medical Leave, or any other form of leave. Remote work is not intended and cannot serve as a substitute for child or adult care on a regular basis. The University may make exceptions to offer opportunity for a partial or full return-to-work following injury or illness, or in cases of special or limited circumstances such as a k-12 school closure.
5. College Contacts: Employees shall not meet in-person with students, vendors, customers, or the public in their home when the home is the remote work site.
6. Faculty Eligibility: As an accepted practice, faculty may carry out their work with varied schedules on campus and at remote worksites. Faculty do not require supervisor permission for occasional remote work provided all campus based commitments (e.g., classes, committees and other service, office hours, etc.) of their position are being met. All other provisions of the Remote Work policy apply to faculty interested in regular remote work exceeding 50% of the time employed.
7. ADA Accommodation: Remote work may be utilized as an Americans with Disability Accommodation (ADA) for a qualified individual. Employees must work with Human Resources and their supervisor through the request and interactive dialogue process to discern if remote work is a reasonable accommodation for the individual employee.

8. **Equipment and Supplies:** Authorization to use MaSU supplies or equipment (including furniture) in a remote worksite must be approved by the supervisor and the cabinet level supervisor. The remote work agreement form specifies any equipment (including information technology such as computers, printers, etc) that may be used at the remote worksite. Unless so specified, it is the employee responsibility to provide remote worksite furniture and/or equipment.

Loss, damage, and wear of employee-owned equipment and/or furniture is the sole responsibility of employee. Employees are responsible for maintenance and repair of personal items.

Equipment provided by MaSU is to be used exclusively for University business purposes, and in compliance with Policy M802.6. The employee agrees to take reasonable steps to protect any university property from misuse, theft, or damage. It is the responsibility of the employee to report and loss or damage of university equipment to the supervisor as well as unauthorized use or access to university systems or data. University property should be repaired by the university. The employee is responsible to return all University property upon the termination or end of a remote work agreement, or upon termination of employment. Employees are responsible for transporting university property.

9. **Tax and Legal Implication:** Tax and other legal implications for the business use of an employee's home are the sole responsibility of the employee.
10. **Compliance with Policies:** Employees who remote work must adhere to all State Board of Higher Education Policies, North Dakota University System Procedures, and MaSU Policies. This includes assuring the security, confidentiality, and integrity of data, information, paper files, and access to computer systems.
11. **Liability:** Remote workers are expected to maintain their remote work site in a safe manner, including the application of proper ergonomics and absence of safety hazards. The university assumes no responsibility for injuries occurring in the employee's remote worksite 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. The university also assumes no liability for damages to employee's real or personal property resulting from participation in the Remote Work Agreement. Workers' compensation coverage is limited to designated work areas in employees' homes or remote worksite. Employees agree to practice the same safety habits they would use in MaSU owned and leased property and to maintain safe conditions in their remote worksite. Employees must follow normal procedures for reporting illness or injury.
12. **University Related Travel:** Work related travel within the course of the workday is reimbursable. Work related travel does not include travel between the remote work site and primary work site.

13. Supervisor Responsibilities: Those with employees at remote worksites under their supervision are responsible to review work and progress as well as provide effective and supportive feedback with their employee(s) regularly.
  14. Office Space: In instances where the primary workspace is a remote worksite, MaSU may provide shared workspace rather than private workspace on the MaSU worksite.
- D. Temporary Exceptions to Remote Work Requirements: MaSU may implement a temporary allowance for more flexible and widespread remote work arrangements during times of adverse working conditions, such as fire, power failure, public state of emergency, or extended weather or natural phenomena. If the adverse working condition lasts for more than 30 consecutive calendar days, it may be necessary to temporarily lift certain requirements of this policy, such as a formal Remote Work Agreement, during all or a portion of the condition, as deemed appropriate by the University. In instances where a remote work site is so impacted, the employee will notify the supervisor as soon as possible.

**Adopted:** April 10, 2023

**Sponsor:** Vice President for Business Affairs