

## Human Resources Department

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## REMOTE WORK

### Purpose & Scope

It is the intent of the University to implement a remote work policy in order to promote better work-life balance and to maximize the productivity of university employees. This policy applies to University staff, both represented and non-represented positions. It does not apply to Faculty, Coaches, Nurses, Student Workers, Graduate Assistants or Public Safety positions. University needs and demands are the priority of this working arrangement. Remote work arrangements can be established for either a temporary or ongoing period of time. Remote work is not an employee right or guaranteed employee benefit and the implementation and/or continuation of remote work scheduling is at the sole discretion of the employer.

### Definitions

1. **Alternate Worksite:** An approved worksite, other than the employee's assigned permanent work location, designated for remote work.
2. **Permanent Worksite:** The University work location to which an employee is assigned.
3. **Remote Work:** Work performed from an alternate worksite.
  - Regular remote: performs most work from a remote work location.
  - Hybrid: A schedule which includes on-campus and remote work in the same workweek. Generally, a participating employee should have set days on which they perform remote work.
  - Ad Hoc: A type of remote work in which an employee is approved to work remotely on occasion but must request and secure the supervisor's approval in advance of scheduling a remote workday. Ad hoc remote work is intended to accommodate situations such as blocked commuter routes, special work requiring an extended period of uninterrupted time, or other circumstances as approved by the supervisor. In this model, the assumption is that the employee work on campus most days.

### Standards of Participation

1. Not all employees will be eligible for remote work. The position which the requesting employee holds must be identified as one for which remote work is appropriate, as determined by the supervisor/manager and Vice President. The Vice President/EMT divisional lead must provide final approval for all remote work agreements.

2. The employee must have received at least a Meets Expectations or Satisfactory (or the equivalent thereof) rating on the most recent performance appraisal.
3. The employee cannot have received any disciplinary actions or been placed on a performance improvement plan within the last two (2) years immediately preceding the remote work request, with particular consideration for excessive use of leave, leave abuse, performance issues or violations of standards of conduct.
4. The employee must have successfully completed probationary requirements and have completed a minimum of six (6) months of service. This standard may be waived with written approval of the President or Vice President/EMT divisional lead.

Positions that are not suited for remote work include but are not limited to:

- Require regular face-to-face contact with students, other employees, a supervisor, and members of the University community or the public.
- Require routine access to information or materials that are available only at the regularly assigned place of employment.
- Involves the direct handling of secure materials that renders remote work inappropriate.
- Requires shifting of job duties from the remote work employee to employees working at the regularly assigned place of employment to cover operational needs.
- Have job functions that can be performed at a remote site without diminishing quality, productivity, or increasing costs.

## **Procedures and Requirements**

### **A. General**

1. All attachments of this procedure must be completed and approved by the employee, supervisor/manager, Vice President/EMT divisional lead/President and Human Resources, prior to the start of a remote work arrangement.
2. University operational needs take precedence over remote work arrangements. The employee must remain flexible and may be required to forego remote work if needed in the office, or elsewhere, on a regularly scheduled remote work day.
3. The supervisor/manager or Vice President/EMT divisional lead/President may terminate the remote work scheduling arrangement at any time if the employee's performance is not satisfactory or if the arrangement fails to support organizational needs.
4. Supervisors/managers are obligated to ensure that participating employees continue to meet the conditions and expectations as set forth in this policy and that work standards are being met.
5. Current employees or potential candidates that may have personal circumstances or a desire to work remotely outside of Pennsylvania must be reviewed by Human Resources prior to final approval being given. The ability to work remotely outside of the United States may not be available and cannot be guaranteed. Any travel outside of the United States that may require remote access must be reviewed by Human Resources prior to approval.

### **B. Work Assignments and Supervision for Remote Work**

1. The criteria for evaluation of the employee's performance shall be the same as it is for on-site employees. The employee's work status, job duties, and responsibilities remain

essentially unchanged. As applicable, the University may require additional duties of the employee, including periodic written reports to the supervisor/manager regarding work progress and deliverables.

2. The employee remains obligated to comply with all University policies, practices, and procedures, including the safeguarding of confidential information. The employee has the responsibility for maintaining the security and confidentiality of files, data, records, and other information that are at, or accessible from, the alternate work location.
3. The employee must be accessible and available during regular working hours while working remotely, except during periods of scheduled breaks/meal periods or approved leave. The employee will be directed on modes of communication to be used during the remote work arrangement (i.e., telephone, fax, VPN network access, email, etc.). The employee may also be required to grant calendar access to the supervisor/manager or others upon request.
4. The employee must make advance arrangements for dependent care to ensure a productive work environment. Remote work is not meant to be a substitute for dependent care or other personal obligations. The employee shall continue to make these arrangements to the same extent as if the employee was working at the regularly assigned place of employment.
5. Employees at alternate work sites will continue to be covered by and expected to abide by all existing Board of Governors and University policies and regulations, including but not limited to hours of work, safety, security, confidentiality, use of Commonwealth equipment, standards of conduct, and the prohibition on conducting personal business during work hours.
6. Employees are not eligible for remote work during periods of Family Medical Leave (FMLA), medical disability, or any other medical-related leave, or in lieu of taking sick leave. During periods of FMLA, medical disability, and other types of medical leave, employees may continue or expand their flexible scheduling arrangement only with appropriate medical documentation from a health care provider, provided in advance and approved by the Human Resources Office.
7. Employees must be available and working at the remote work location as if they were working at the on-site location.
8. Employees will not conduct in person meetings with customers or colleagues at the remote work location.
9. Non-exempt employees may only perform work during their normal scheduled hours. Work may not be performed during non-work time. If a need arises to perform work outside of their normal scheduled hours, the employee must have prior approval from their supervisor.
10. The employee is required to attend all meetings, either remotely or in person, as determined by the supervisor/manager. Commuting expenses between the employee's alternate worksite and the on-site location will not be reimbursed.
11. 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 alternate worksite location.

12. Division Vice Presidents must work collaboratively across the university to ensure equitable treatment of similarly situated positions, regardless of which division the position resides within.

C. Work Space and Equipment for Remote Work

1. A designated remote work space shall be identified and maintained by the employee that is conducive to working and free of hazards. The employee agrees that the supervisor/manager or designee reserves the right to visit the remote work location to ensure compliance and safety. To evaluate the appropriateness of the site prior to approving the agreement, a supervisor may require that a photo of the workspace be attached to the agreement.
2. The University will not be liable for damages to employee-owned equipment being used in remote work.
3. The University will not be responsible for operating costs, remodel expenses, home maintenance, or any other incidental costs (e.g. utilities, telephone, insurance) associated with the use of the employee's residence for remote work, unless specifically provided in advance and in writing by the Vice President as outlined in the agreement. The employee is responsible for all insurance, maintenance and utilities associated with the remote work site.
4. Office supplies will be provided. Unless pre-authorized, employees will not be reimbursed for out-of-pocket expenses for office supplies or any other expense, except as provided for, by, and in accordance with, existing travel and procurement policies.
5. Reliable internet access for remote work is the responsibility of the employee. If reliable internet cannot be established by the employee with their internet provider, the employee will not have the ability to work remotely. The employee will provide telephone, fax, and internet service (as applicable) at their own expense. These services, including telephone charges, are not reimbursable.
6. Employees will be required to follow all University security and data confidentiality policies and procedures, and state and federal laws to protect University data. VPN access and required software will also be provided as necessary. Any equipment that is used by an employee (personal or University resources) is subject to e-discovery and Right-to-Know requests.
7. The employee is required to notify the supervisor immediately of any university equipment, software, or internet connection malfunction or failure, or as to any theft or loss of equipment. In the event of such, the department may, at its discretion, supply the employee with temporary replacement equipment or require the employee to report to the University work site until the problem can be resolved.
8. All equipment, supplies, and other property provided by the University is provided exclusively for use by the employee. It is the responsibility of the employee to ensure the care and security of university-owned equipment. It may not be used by any person other than the employee, including household members. It is understood that such equipment, supplies, and other property are the sole and exclusive property of the University and subject to the same business and proper use of technology as if it were located on-site.

9. If this agreement is terminated, the employee must return any University-owned property, supplies, equipment, and work products.
10. Personal tax implications related to the alternate work site shall be the employee's responsibility.

#### D. Conditions of Employment and Pay Status for Remote Work

1. All employment responsibilities and conditions (i.e., compensation, benefits, leave, rights, and privileges, and disciplinary procedures) apply at the alternate worksite.
2. The employee agrees to abide by the work schedule set forth by the supervisor/manager. Requests for leave will be handled the same as if the employee was working at the University.
3. All leave policies, including reporting of time off, must be followed.
4. When a scheduled workday is declared to be an official paid office closing (due to inclement weather or other adverse conditions that impact the permanent work location, and/or travel to and from the permanent work location), participating employees will be expected to work at the alternate worksite or will be required to utilize appropriate leave time for that day.
5. Participation in a remote work arrangement must not result in a circumstance where the employee's full employment responsibilities are not being met.
6. Position duties and responsibilities may not be adjusted specifically to allow for remote work i.e., reassigning work which must be done on campus to other positions to create a situation in which an employee can participate in a hybrid schedule).

#### E. Work Site Safety, Occupational Injuries, and Illnesses

1. The alternate work location is an extension of the University therefore the remote work employee is covered by workers' compensation insurance during the course and scope of employment, during the approved work schedule, and in the designated work location. The University assumes no liability for injuries that occur outside of the designated alternate work area or outside the employee's normal work schedule. The employee is responsible for immediately informing their supervisor/manager and the Human Resources Office of any work-related injury or illness.
2. To ensure safe working conditions exist, the University reserves the right to make on-site inspections of the alternate work location, and will provide 24 hour notice to the employee of such visit, when possible.

#### F. Security

1. Restricted-access materials shall not be taken out of the office or accessed remotely via computer unless approved in advance by the supervisor/manager.
2. Employees are responsible for ensuring that non-employees do not have access to University files, records, or data in print or electronic format.
3. Printing of university data at the remote site is discouraged. When printed material is needed, employees are required to store them in a secure location and shred when no longer needed.

4. When establishing remote meetings via Zoom or other web conferencing platforms, employees are required to follow best security practices: e.g., require meeting passwords, limit screen sharing to the host by default, refrain from posting meeting links with passwords on public sites.
5. Employees are required to guard voice (phone and web conferencing) conversations to ensure they are not overheard when discussing any information (data or topics) that are restricted, confidential, or sensitive in nature.
6. Cyber-security needs are constantly evolving, so careful and ongoing review of work that is appropriate to be conducted remotely will happen and could impact the flexibility afforded to an employee based on assigned responsibilities.

#### **ENFORCEMENT**

Employees found to have violated this policy will be subject to disciplinary action based on the nature of the offense up to and including termination of employment.

#### **FORMS**

Employees participating in a remote work arrangement must complete the following documents:

1. Remote Work Agreement Form
2. Remote Work Conditions Checklist
3. Remote Work Equipment Checklist

#### **ADDITIONAL RESOURCES**

[https://www.ship.edu/about/offices/technology/employee/resources/Information Security Plan](https://www.ship.edu/about/offices/technology/employee/resources/Information%20Security%20Plan)

#### **REVIEW OF POLICY**

Human Resources will undertake a review of the policy annually to determine if changes/adaptations need to be made, and if so route changes through the appropriate policy review process.

#### **RESPONSIBILITY**

It is the responsibility of Human Resources to update and implement the policy.

#### **DISTRIBUTION**

This policy will be posted to the Policies and Procedures web page and Human Resources web page.

3/19/24