Remote Work Policy

I. Policy Statement and Scope

The University may approve a Remote Work arrangement when such an arrangement is determined to be in the best interest of the department, College, or University. This Policy applies to all full-time and part-time employees of the University of Oklahoma (“OU” or “University”).

II. Definitions

Alternate Work Location: Human Resources-approved locations (other than the employee’s assigned Campus Workplace) where the employee performs day-to-day job duties.

Campus Workplace: On-campus work location where the employee’s day-to-day job duties are performed.

Remote Work: Employee’s consistent performance of day-to-day job duties at an Alternate Work Location at least one day per work week or on a recurring, as-needed basis.

Remote Work Plan: A written plan documenting the Remote Work arrangement, including the Alternate Work Location and the employee’s work schedule.

III. Remote Work Determination

The University may approve a Remote Work arrangement when such an arrangement is determined to be in the best interests of the employee and the department, College, or University. Supervisors may elect to or be tasked with reviewing a position or department for Remote Work eligibility. The person making the review, or their designee, must consult with Human Resources to determine whether the employee and the position are eligible for Remote Work and obtain approval from the appropriate dean/vice president or other University official.

A Remote Work arrangement will require a Remote Work Plan (see Attachment A) signed by the employee, the employee’s supervisor, the appropriate dean and/or vice president, and Human Resources. Supervisors will review Remote Work Plans on at least an annual basis.

A Remote Work Plan can be cancelled or modified at any time at the University or supervisor’s discretion.
A. **Eligibility**: Remote Work decisions will be based on appropriate, non-discriminatory reasons. Remote Work is appropriate for some employees and positions but not all. In making a Remote Work determination, the University will consider both the individual employee’s likelihood of success in a Remote Work relationship and whether the position’s job duties can be effectively performed remotely. To aid in this consideration, the particular department or college, in consultation with Human Resources, will look at the following factors:

1. **Employee Eligibility Factors**:
   - Length of time employee has been in the current position;
   - Employee’s disciplinary history;
   - Employee’s ability to work productively with little oversight; and
   - Employee’s access to an appropriate Alternate Work Location.

2. **Position Eligibility Factors**:
   - Whether any duties require use of equipment, materials, or tools that cannot be replicated or provided at an Alternate Work Location;
   - Degree of necessary, in-person interaction with others;
   - Need for immediate access to equipment, documents, or information located only in the Campus Workplace; and
   - How Remote Work will impact service quality or University operations and other personnel.

B. **Mandatory Remote Work**: The University may mandate Remote Work as necessary to meet University needs or fulfill directives, including as a condition of employment or due to emergency circumstances.

**IV. Remote Work Expectations**

A. **Compliance with Policies**. Employees performing Remote Work are subject to the same policies as employees located on campus, including policies relating to information security and data protection.

B. **Performance & Classification**. Employees performing Remote Work are expected to perform the job duties assigned to them. Unless the employee’s supervisor provides otherwise in writing, an employee’s job duties and work hours will not vary regardless of whether the employee is performing those duties in the Campus Workplace or in the Alternative Work Location. An employee’s classification, compensation, and benefits will not change solely on the basis that the employee is performing Remote Work.

C. **Hourly Employees**. Employees performing Remote Work who are not exempt from the overtime requirements of the Fair Labor Standards Act are required to record all hours worked in a manner designated by the
University. Hours worked in excess of those specified in the Remote Work Plan require the advance written approval of the employee’s supervisor.

D. On-Campus Meetings and Events. Employees performing Remote Work may be required to attend department meetings or work-related events or to perform certain responsibilities in person, even on days the employee usually works at an Alternate Work Location. Travel time from the Alternative Work Location to work-related meetings or events will be compensated, if appropriate, in accordance with the provisions and implementing regulations of the Fair Labor Standards Act.

E. Use of Leave. Time away from the Alternate Work Location during assigned hours must be reported, in accordance with department and University requirements. Remote Work may not be used in place of paid time off, Family and Medical Leave, Workers' Compensation leave, or other types of leave. Remote Work may not be used in place of child or adult day care.

F. Liability. The University assumes no responsibility for injuries occurring in the employee's Alternate Work Location that arise outside of designated work hours. The University also assumes no responsibility for injuries occurring outside the employee’s Alternative Work Location, even if those injuries occur during designated work hours. The University assumes no liability for damages to an employee's real or personal property incidental to the employee’s performance of Remote Work. The employee is responsible for providing all notice necessary to the employee's insurance provider and to pay any additional charges for coverage. The University will not pay or reimburse for such costs.

G. Workers’ Compensation. Coverage is limited to designated work areas in the approved Alternate Work Locations identified in the Remote Work Plan. Employee will notify their supervisor in accordance with the University’s Worker’s Compensation Program, of any accident or injury occurring in the course and scope of Employee’s duties at the Alternate Work Location. To ensure safe working conditions exist, the department retains the right to make on-site visitation of the home work space. Employees performing Remote Work who have questions regarding the safety of their Alternate Work Location may contact their supervisor for more information or visit the Environmental Health and Safety Office’s website: https://compliance.ouhsc.edu/EHSO.

H. Equipment and Materials. The University will provide specific equipment and materials it determines are necessary for employees performing Remote Work to effectively perform their job duties. General office supplies (e.g., copy paper, pens) will be provided by the department at the Campus Workplace, out-of-pocket expenses for such supplies will not be reimbursed. The University will not provide office furniture. The University will maintain, service, and repair University-owned equipment used in the normal course of employment.
NOTE: University equipment that is provided must be documented on the Equipment Inventory Off-Campus Usage Authorization Form and attached to the Remote Work Agreement.

I. Costs of Telecommuting. The University assumes no responsibility for operating costs, home maintenance or utility expenses, furnishings, or other costs or items incurred by employees performing Remote Work.

J. University Information. Employees performing remote work must have specific written permission from their supervisor to work on confidential or proprietary information or material, as defined by the University, at the Alternate Work Location. Employees performing Remote Work must comply with all University physical and technical security procedures in effect to ensure confidentiality and security of such information. In no event will physical, non-electronic storage of confidential or proprietary information or material be allowed at the Alternative Work Location.

K. Indemnification. As a condition of Remote Work the employee performing Remote Work must agree to defend, indemnify, and hold harmless the University, from and against any and all claims, demands or liability (including any related losses, costs, expenses, and attorney's fees) resulting from, or arising out of injury to or death of the employee or a third party including, but not limited to, the employee's family members caused directly or indirectly by the employee's intentional acts, willful misconduct, or deliberate omission relating to her/her duties and obligations under the Remote Work Plan.

V. Enforcement.
The University may cancel the Remote Work arrangement at any time. Normally, the University will endeavor to provide the employee performing Remote Work with five business days’ notice that the Remote Work arrangement is being cancelled, but emergency situations, or other considerations, may make such notice impractical.