

**RESCINDED FOLLOWING EXPIRATION OF EMERGENCY DECLARATION;
TELECOMMUTING NOW COVERED BY PS 2021-51.**

**Office of the Chancellor
Pennsylvania's State System of Higher Education
University Operations Procedure/Standard Number 2020-43**

Emergency Remote Work and Telecommuting

Approved by:  Date: 3-13-20
Revised: _____

Related Policies, Procedures, or Standards: N/A

Key words/Categories: Administration, Human Resources, Labor Relations

I. Introduction

Pursuant to 24 P.S. §20-2005-A (7) this Procedure/Standard ("Procedure") is set forth with regard to telecommuting during an emergency. This Procedure/Standard ("Procedure") establishes guidelines and procedures to enable certain Pennsylvania State System of Higher Education employees to work from home during a period of emergency for the purpose of providing essential and critical services. This does not supersede existing telecommuting or distance education agreements.

This Procedure applies to all University and Office of the Chancellor employees, both represented and non-represented. This Procedure applies to all emergencies, including but not limited to natural and man-made disasters and pandemic influenza. Because the response to an emergency will be event driven, this provides general guidance only, and more specific guidance and direction may be issued through additional Procedure statements or memoranda during actual periods of emergency.

II. Definitions

- A. Critical business functions.** Those functions, stated or implied, that must be performed during or after a period of emergency because they are **necessary to provide vital services in support of the mission** of the University or State System of Higher Education.
- B. Alternate Work Site.** An alternate worksite(s) selected by the University or the Office of the Chancellor to be used when the primary worksite is not available. The alternate worksite may not accommodate all employees from the regular work location. Depending on the event, the University or Office of the Chancellor may have several alternate sites including public sites with internet connections such as libraries or other computer-enabled facilities.
- C. Emergency or Period of Emergency.** Any natural or man-made disaster or pandemic outbreak event that causes an interruption in normal work practices.
- D. Social distancing.** Taking measures to limit exposure to infectious bacteria and viruses during a communicable disease outbreak by limiting the opportunities for person-to-person exposure to the bacteria or virus.

- E. Telecommuting.** For the purpose of this Procedure, telecommuting means working from an employee's home for all or part of the employee's normal work assignment when an employee's primary work location is inaccessible or the employee is not able to be located in a designated alternate work site due to an emergency. A pandemic scenario may require certain employees to work from home to achieve a social distancing management. A catastrophic scenario may require certain employees to work from home in order to reduce the amount of space required for alternate work sites.
- F. University.** For the purpose of this Procedure, University may mean an individual University or the Office of the Chancellor.

III. Procedures and Requirements

A. General

1. The Office of the Chancellor and each University will identify critical business functions and plan the methods required to accomplish those critical business functions during periods of emergency. The plan(s) should include identifying which employees are essential to continuing critical business functions, will report to an alternate work site and/or which will telecommute. Such plans may allow for increasing or decreasing numbers of employees at alternate work site or telecommuting as emergency operations commence and evolve. Not all employees will be involved in initial emergency operations and not all employees will be able to telecommute.
2. For purposes of the Universities, decisions regarding critical business functions, implementation plans, and designation of employees for alternate work sites or telecommuting remain within the sound discretion of the President of each University or such individual who may be designated by the President or order of succession.
3. For purposes of the Office of the Chancellor, decisions regarding critical business functions, implementation plans, and designation of employees for alternate work sites or telecommuting remain within the sound discretion of the Chancellor or such individual who may be designated by the Chancellor or order of succession.
4. This Procedure does not permit employees to work from home during non-emergency periods, except for the purposes of training, testing and/or exercising an emergency plan identified in this Procedure.

B. Work Assignments and Supervision

1. When telecommuting or working at an alternate work site, 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 his/her supervisor regarding work progress and deliverables.
2. The employee must be accessible and available at all times during their normal work hours while telecommuting, except during periods of approved leave. The employee will be directed on modes of communication to be used during the

telecommuting arrangement (i.e., telephone, fax, VPN network access, email, etc.). The employee may be required to grant calendar access to his/her supervisor or others upon request.

3. Employees at alternate work sites or telecommuting 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 including hours of work, safety, security, confidentiality, use of Commonwealth equipment, standards of conduct, and the prohibition on conducting personal business during work hours.
4. The employee is required to notify his/her supervisor immediately of any equipment, software, or internet connection malfunction or failure, or of any theft or loss of equipment issued by the University.
5. Any employee who is telecommuting must complete Attachments A, B, and C of this Procedure prior to working remotely, including for training, testing and/or emergency plan exercise purposes.

C. Work Space and Equipment

1. When telecommuting, an employee:
 - a. Will designate a work space and maintain it so that it is conducive to working and free of hazards. The employee agrees that the supervisor or designee reserves the right to visit the alternate work site to ensure compliance and safety;
 - b. 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; and
 - c. Will provide telephone, fax, and internet service (as applicable) at his/her own expense. These services, including long distance phone charges, are not reimbursable.
2. The University will provide the employee with the necessary hardware and software to perform their job duties. It is understood that such equipment and software is the sole and exclusive property of the University and is subject to the same business and proper use of technology as if it were located on-site. The use of personal computer equipment and software is subject to all security and policy.
3. The employee is required to notify his/her supervisor immediately of any equipment, software, or internet connection malfunction or failure. In the event of such, the department may, at its discretion, supply the employee with temporary replacement equipment.
4. It is understood that any equipment issued to the employee for use during an emergency, including any related software, is the sole and exclusive property of the University, and is subject to the same business and proper use of technology as if it were located on-site. Employees must utilize such equipment as directed, including any directives regarding accessing confidential data. Any equipment

that is used by an employee (personal or System resources) is subject to discovery and Right-to-Know requests.

5. Personal tax implications related to the alternate work site shall be the employee's responsibility.

D. Conditions of Employment and Pay Status

1. All employment responsibilities and conditions (i.e., compensation, benefits, leave, rights and privileges, and disciplinary procedures) apply at the alternate work site.
2. The employee agrees to abide by the work schedule set forth by the supervisor or department. Requests for annual leave, sick leave, etc. will be handled the same as if the employee is working at the University.

DI. Work Site Safety, Occupational Injuries and Illnesses

1. The alternate work site is an extension of the University; therefore, the telecommuting 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 remote work area or outside the employee's normal work schedule. The employee is responsible for immediately informing his or her supervisor 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 site, and will provide 24 working hours' notice to the employee of such visit, when possible.

DII. 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.
2. Employees are responsible for ensuring that non-employees do not have access to University files, records, or data in print or electronic format.

Attachment A

Emergency Telecommuting Agreement Form

General Information

Employee Name: _____

Job Title: _____

Phone: _____

Emergency Telecommuting Agreement

The following constitutes an agreement on the terms and conditions of the emergency telecommuting arrangement between the University and employee.

1. The employee has received approval or been given direction to telecommute and agrees to adhere to his/her responsibilities as outlined in the Procedure/Standard on Emergency Remote Work and Telecommuting. The University concurs with the employee's participation and agrees to adhere to its responsibilities as outlined in the Procedure.
2. Time spent working at home must be accounted for and reported in the same manner as if the employee reported for duty at their normal work location.
3. The employee is required to satisfactorily complete all assigned work according to established standards and guidelines.
4. The employee is required to follow normal procedures regarding the requesting and approval of overtime, compensatory time and leave. By signing this form, the employee agrees to follow established procedures for requesting and obtaining approval of leave, compensatory time, or overtime.
5. For IRS reporting and travel reimbursement purposes, the employee's "tax home" will not change during the period of emergency telecommuting.
6. The Human Resources Office will maintain a copy of the employee's telecommuting agreement. The employee's time and attendance will be recorded as performing duties at the regular worksite.
7. University-owned equipment will be serviced and maintained by the University Information Technology department.
8. The employee agrees to permit inspections by the University of the telecommuting site to ensure proper maintenance of University owned property and compliance with safety standards.
9. The employee is covered by workers' compensation if injured in the course of performing official duties at the regular worksite or the telecommuting site, during regular working hours. Any accident or injury occurring at the telecommuting site must be brought to the immediate attention of the supervisor and the University Human Resources Office. Because an employment-related accident sustained by a telecommuting employee may occur outside the

premises of the regular worksite, the supervisor or designee must investigate all reports immediately following notification.

10. The University will not be liable for damages to an employee's personal or real estate property during the performance of work duties or while using University equipment at the telecommuting site.
11. The University will not be responsible for operating costs, home maintenance, or any other incidental costs (e.g., utilities) associated with the telecommuting site. While telecommuting, the employee does not relinquish any entitlement to reimbursement for authorized expenses submitted in accordance with Board of Governors and University travel policies.
12. The employee will meet with the supervisor to receive assignments and to review completed work as necessary or appropriate.
13. The employee will apply approved safeguards to protect University records from unauthorized disclosure or damage and will comply with the security requirements set forth by the University.
14. The University may terminate the telecommuting agreement at any time. Management may terminate the telecommuting arrangement immediately if the employee's performance declines or if the arrangement fails to support organizational needs.

APPROVALS:

Employee:	_____	Date:	_____
Supervisor:	_____	Date:	_____
Vice President:	_____	Date:	_____
Director of Human Resources:	_____	Date:	_____

Attachment B

Worksite Safety Checklist

This list is designed to assess the overall safety of the telecommuting work site. Your work site should conform to the conditions below prior to beginning a telecommuting arrangement.

Location of telecommuting work site: _____

Ensure that the designated work area meets the following criteria: .

1. The space is free of hazardous materials.
2. The space is free of indoor air quality problems.
3. There is adequate ventilation for the desired occupancy.
4. The space is free of noise hazards.
5. All stairs with four or more steps equipped with handrails.
6. All circuit breakers and/or fuses in the electrical panel labeled as to intended service.
7. Circuit breakers clearly indicate if they are in the open or closed position.
8. Electrical equipment is free of recognized hazards that would cause physical harm (e.g., frayed wires, bare conductors, loose wires, flexible wires running through walls, exposed wires fixed to the ceiling).
9. The building's electrical system permits the grounding of electrical equipment.
10. Aisles, doorways, and corners free of obstructions to permit visibility and movement.
11. File cabinets and storage areas arranged so drawers and doors do not open into walkways.
12. Chairs do not have any loose casters (wheels). The rungs and legs of chairs are sturdy.
13. Phone lines, electrical cords, and extension wires are secured.
14. Floor surfaces are clean, dry, level, and free of worn or frayed seams.

Employee
signature: _____ **Date:** _____

Supervisor
signature: _____ **Date:** _____

Attachment C

Employee/Supervisor Checklist

This checklist is designed to ensure that the employee and supervisor understand the telecommuting policies and procedures.

1. The employee and supervisor have established a work schedule for hours/days at a telecommuting site.
2. The following equipment has been issued to the employee and has been documented by the University:

Type of Equipment	Make	Model	Serial Number	Issue Date
Computer				
Scanner				
Fax machine				
Telephone				
Printer				
Other:				
Other:				
Other:				

3. Policies and procedures for care of equipment issued by the University have been explained and are clearly understood.
4. Policies and procedures covering confidential information and data security have been discussed and are clearly understood.
5. Requirements for an adequate and safe office space and/or area have been discussed, and the employee certifies those requirements are met.
6. Performance expectations have been defined and are clearly understood.
7. The employee understands that the University may terminate the telecommuting agreement at any time. The employee further understands that management may terminate the telecommuting arrangement immediately if the employee's performance declines or if the arrangement fails to support organizational needs. The employee also understands that all equipment issued to him/her by the University is the property of the University and must be returned immediately upon request.

Employee signature: _____ Date: _____

Supervisor signature: _____ Date: _____