



TEMPLE UNIVERSITY

Administrative Policies and Procedures

Subject: Remote Work Policy

Introduction

Temple University supports Remote working where there is an operational need, or there is potential for center savings. This policy applies to all employees. All employees who telecommute must have an approved Remote Work Agreement form on file with Human Resources.

Definition

Remote work is defined as working from a home office or an alternative work site while meeting the business needs of Temple University. An employee is considered to be working remotely anytime they are not working at a University provided work site or location.

Home office work site is defined as the employee's home, utilizing furniture and equipment normally provided by the employee.

This policy complies with all applicable provisions of the Americans with Disabilities Act.

Authorization

Department heads have the authority to establish remote working arrangements. However, arrangements should be authorized only when it is in the best interest of Temple University to do so. To ensure an effective, productive remote work program, Temple University establishes the following policies:

A. General

1. Professionalism in terms of job responsibilities, work products, and customer or public contact will continue to follow the same high standards as are currently being met by Temple University employees at their onsite work locations. Business visits, meetings with students or clients, or regularly scheduled meetings with co-workers shall not be held at the remote work site.
2. The employee's duties, obligations, and responsibilities remain unchanged under a remote work agreement. The employee will meet or communicate with his/her supervisor to receive assignments, review work progress, and complete work as often as the supervisor determines to be necessary.

3. A current and updated position description that delineates duties to be performed at the employee's work location and at the home is to be attached to the Remote Work Agreement upon submission.
4. In order to be approved for remote work, an employee must be self-motivated, have minimal requirements for face-to-face daily supervision, and have demonstrated appropriate productivity and use of work time.
5. An employee's work schedule may include remote work on either a part-time or full-time basis. The work of the employee must be of a nature in which face-to-face interaction is minimal or may be scheduled to permit telecommuting.
6. Remote working is not suitable for all employees and/or positions. The employee's department head will make the final decision about whether the employee's job is suitable for remote work.
7. Participation in Temple University's remote work program is entirely voluntary. A supervisor may not require an employee to work remotely. No employee has the "right" to work remotely. The employee, supervisor, or department head may terminate remote work at any time with advance notice (generally 3 working days).
8. The employee's salary, benefits, worker's compensation, and other employer insurance coverage shall not change due to working remotely. An employee who is working remotely is not entitled to reimbursement for travel mileage to attend work unit meetings.
9. Time spent traveling to the primary worksite to attend meetings or otherwise respond to work requirements during work hours, in which the employee is working remotely, are counted as hours of work for nonexempt employees.
10. The employee must obtain supervisory approval before taking leave in accordance with Temple University's policy.
11. The supervisor and employee will formulate objectives, expected results, and evaluation procedures for work completed while the employee is working remotely. The supervisor and employee will meet at pre-determined intervals to review the employee's work performance.
12. Remote work is not a substitute for dependent care. Employees working remotely are required to make arrangements for dependent care during the agreed upon work hours. The employee may be asked to provide information regarding dependent care arrangements by his/her supervisor.

13. Employees working remotely shall not perform personal business or activities during agreed upon work hours.
14. While working remotely, the employee must be reachable via telephone, fax, network access, or email during agreed upon work hours. The employee and supervisor will agree on how to handle work-related telephone messages, including the feasibility of having a home telephone answering machine.
15. All employees working remotely and their supervisors must comply with University remote work policies. A written agreement confirming all conditions and expectations is required.
16. More specific conditions relating to the employee's working at the home site are detailed in the Remote Work Agreement. The Remote Work Agreement must be completed by the employee, his/her supervisor, and the Office of Human Resources prior to the effective date of the agreement.
17. Employees working remotely are advised to contact their insurance agent and tax consultant for information regarding home work sites and coverage for equipment that is damaged, destroyed or stolen.
18. The department or the employee may discontinue the agreement at any time with advance notice (generally 3 working days).

B. Work Site

1. Any work site that is not a part of an established Temple University location or facility is considered an alternate work location and requires an approved Remote Work Agreement.
2. A designated workspace shall be maintained by the employee that is quiet, free of distractions, and kept in a clean, professional and safe condition, with adequate lighting and ventilation.
3. Since the employee's home work site is an extension of the Temple University workspace, The University's liability for job- related accidents will continue to exist during the approved work schedule and in the employee's work location. To ensure that safe working conditions exist, Temple University retains the right to make on-site inspections of the workspace, including home workspace, at mutually agreed-upon times. In the case of injury occurring during remote work hours, the employee shall immediately report to his/her supervisor.
4. The University will not be responsible for operating costs, home maintenance, property or liability insurance, or other incidental expenses (utilities, cleaning services, etc.) associated with the use of the employee's residence.

5. The University is not liable for damages to the employee's property that may result from participating in the remote work program.
6. A consistent schedule of Temple University's Remote work hours and days is desirable to ensure regular and predictable contact with Temple University staff and others. For some positions, more flexibility in work hours and days is feasible. A specific work schedule will be stated in the Remote Work Agreement. Exceptions will be made when an employee's presence is required for a function or activity that cannot reasonably be rescheduled.
7. An FLSA non-exempt employee shall not work overtime unless he/she has received prior approval from his/her supervisor. If the employee works overtime that has been approved in advance, compensation or compensatory time off will be provided in accordance with eligibility guidelines and applicable laws and policies. The employee understands that failure to obtain prior approval for overtime work may result in discontinuance of remote working and other appropriate disciplinary action.
8. The University will withhold income tax based on the location of the staff member's Temple department, not on the location from which the staff member's remote location. For non-resident employees to claim exemption from Philadelphia wage tax withholding an employee is required to have the following:
 - a. an approved, formal Flexible Work Arrangement (FWA) form on file with their department, and
 - b. certify the percentage of time working outside of the City per the FWA agreement on [TUportal](#) using the PA Act 32 link.

This information will be subject to audit to ensure compliance with tax regulations. If the information does not agree or is absent, Philadelphia wage taxes will be withheld immediately. Staff may wish to consult their tax advisor with respect to other tax consequences. It is the employee's responsibility to ensure proper withholding.

C. Supplies, Equipment and Software Usage

1. Supply needs must be pre authorized by the employee's supervisor. Out-of-pocket expenses for supplies will be reimbursed if authorized prior to purchase.
2. Worksite furniture for remote workers, if needed, must be discussed by the employee and supervisor. Worksite furniture cannot be committed by the supervisor without prior approval of the supervisor department head.
3. The need for specialized material or equipment must either be minimal or flexible.
4. The following conditions shall apply to use of computers, software, other University equipment, and internet access:

- a. The employee working remotely will provide his/her own equipment, software, and internet access. The University policy supersedes any agreement made between the supervisor and the employee for purposes of remote work under this policy.
- b. Should an employee be provided University equipment or software by the University to work remotely, these University resources in the remote work site may not be used for personal purposes. The use of personal email accounts, (e.g., Comcast, Yahoo, Hotmail, Gmail, etc.) to conduct University business is strictly forbidden.
- c. The employee must follow the Technology and Data Usage Policies established by ITS and the University agrees not to duplicate University-owned software under license to Temple University.
- d. A computer used for University business must be plugged into a surge protector and have current virus protection maintained. Virus protection will be required in order to establish a remote access connection. The virus protection software will be provided by Temple University, as permitted, in the licensing agreement. It will have to be removed if the remote work is terminated.
- e. Restricted-access materials shall not be removed from the University on-site work location or accessed through the computer unless approved in advance by the supervisor and the appropriate security access administrator.
- f. Temple University is not responsible for loss, damage, or wear of employee-owned equipment as a result of the Remote Work Agreement.
- g. The employee shall promptly notify his/her supervisor when unable to perform work assignments due to equipment failure or other unforeseen circumstances. Localized internet disruptions are to be addressed by the employee with their internet access provider; time spent for this will not be compensated by Temple University. When experiencing localized computer or access disruptions, employees will be given the option to make up the missed hours, come into Temple University worksite or use personal time off. The employee may be assigned to another project and/or work location that may necessitate termination of the Remote Work Agreement.
- h. Temple University may pursue recovery from the employee for University property that is damaged, destroyed, or stolen while in the employee's care, custody, or control.
- i. Temple University will consider travel time and attendance at department meetings, training and educational sessions, and required meetings as part of the work day.

D. Security

1. The employee will protect University information from unauthorized disclosure or damage and will comply with federal, state, University policies and procedures regarding disclosure of public and official records. Please refer to University policy on acceptable use of electronic resources. Work done at the employee's remote site is regarded as official University business. All records, documents, and correspondence, either in paper or electronic form, must be safeguarded for

return to the University. Release or destruction of records should be done only in accordance with statute and University policy and procedure, and with the knowledge of the employee's supervisor. Electronic/computer files are considered University records and shall be protected as such. Local storage of University data is forbidden. Any use of University data must be performed while connected to a shared network folder.

2. The employee shall surrender all University owned equipment and/or data documents immediately upon request.
3. The employee is the sole user of their Access Net ID and password; the employee cannot share it with others.

Temple University reserves the right to withdraw the Remote Work option from an employee should there be non-compliance with any of the stated policies and procedures or if there should be any indication of performance or production deficiencies. The University reserves the right to reevaluate, adjust or terminate the above policies and procedures as needed.

I have received a copy of the above policy and have reviewed the contents. I agree to abide by the policies and procedures as outlined above.

Employee Signature

Date

Manager Signature

Date

Related Policies:

Confidentiality Statement

Technology and Data Usage Policy

Adopted: