

REMOTE WORK POLICY

REVISED MAY 2021

OVERVIEW

Simmons recognizes the importance of a vibrant campus community, on balance with employee wellbeing and engagement, and considers remote work a potential option when both the employee and position are suited to such an arrangement. Simmons supports remote work because it can improve productivity and performance, enhance work-life balance, and reduce the University's carbon footprint. Remote work may be appropriate for some employees and positions but not for others. Remote work is not an entitlement and not all employees who request to work remotely will have their requests approved.

This policy applies to eligible staff members, faculty members, and administrators who would like to work remote for all or part of their work schedule each week. Generally, campus-based faculty positions are not eligible for remote work.

DEFINITIONS

Full Remote Work: Working off campus for all of the workweek.

Partial Remote Work: Working on and off campus for part of the workweek.

PROCEDURE

Employees interested in working remotely are required to submit a Remote Work Proposal Form to their manager. The manager will consider proposals based on the eligibility factors listed below and the short-term and long-term business needs of the department.

- A. Approval: If the manager approves the Remote Work Proposal, the manager and employee should complete the Remote Work Agreement with all required signatures and submit to HR for final review and approval.
- B. Denial: If the manager declines the Remote Work Proposal, the manager should notify the employee, document the reasons for denial, and forward the Remote Work Proposal to hr@simmons.edu.



APPEAL PROCESS

If the employee wants to appeal the denial of a Remote Work Proposal, a letter detailing the reasons for the appeal must be submitted within 15 days of written notification of the manager's denial to Suzanne Murphy, VP Chief People Officer/Head of Human Resources, via email at suzanne.murphy2@simmons.edu, for review and determination.

ELIGIBILITY

Not all employees nor all positions are eligible for remote work. Before approving a request, managers must determine **employee eligibility**:

- Is the employee in good standing and without performance issues? Generally, an employee that has received disciplinary action (a verbal or written warning) within the previous 6 months or is on a Performance Improvement Plan is not eligible for remote work.
- Was the employee rated "consistently meets" or better in the most recent performance evaluation?
- Has the employee demonstrated self-motivation with a demonstrated ability to work productively and independently without daily/weekly managerial oversight?

The second consideration is whether **the position is eligible** for remote work:

- Generally, a position must be classified as an "**exempt position**" to qualify for remote work at Simmons. But sometimes a **non-exempt** position may be eligible for partial remote work and in rare circumstances, full remote work. One of the key differences between exempt and non-exempt positions turns on the federal and state laws requiring overtime pay for hours worked over 40. The term "exempt" refers to jobs exempt from these overtime pay requirements.
- When face-to-face contact with students, faculty, and staff on Simmons property is a regular and integral part of the duties, the position is not likely eligible for remote work.
- If equipment, materials, and electronic and paper files can only be accessed fully and securely on Simmons property, the position is not likely eligible for remote work.

Regardless of the eligibility of the employee or the position, Simmons managers who are asked to approve a remote work request must ensure that sufficient members of the unit are available on campus during scheduled/regular business hours to provide service to the campus community. No Simmons staff member or administrator is entitled to or guaranteed an opportunity to work remotely regardless of exempt or non-exempt status.



REMOTE WORK AGREEMENT

All employees who are approved for any type of remote work arrangement are required to sign the Simmons Remote Work Agreement before the arrangement starts. The Agreement must include the following:

- Traditional days and hours the employee is expected to be working in the remote location.
- Hours the employee is expected to be working remotely and how the employee is reachable at the remote site.
- Location of the remote site.
- Methods of contact (such as dedicated phone line (cell/home), email, etc.).
- Time and frequency of contact with manager during remote hours.

DURATION AND TERMINATION OF REMOTE WORK AGREEMENT

The appropriateness of the Agreement should be assessed regularly and at least every six months. The Agreement can be modified or terminated by either Simmons or the employee at any time and for any reason, although reasonable effort will be made to provide 30 days' notice to the employee to accommodate challenges that may arise from terminating the Agreement. There may be instances, however, where no advance notice is possible.

GENERAL EXPECTATIONS AND CONDITIONS

1. An employee's classification, compensation, and benefits will not change if the employee is approved for remote work. Entering into a Remote Work Agreement does not, and is not, intended to change an employee's employment FLSA status.
2. An employee who works remotely shall perform the same duties, assume the same responsibilities, and meet the same performance standards as those who work on campus. Those who work remotely are expected to be responsive, complete assignments, and follow through on commitments and tasks in a timely manner and within set deadlines.
3. The total number of hours that remote employees are expected to work in a workweek will not change, regardless of the work location.
4. Remote work employees will be required to report to campus for work-related meetings or other events as needed. Partial Remote work employees are not eligible for travel related expenses to and from campus. Full Remote work employees that reside within 150 miles of the University Campus are not eligible for travel related expenses to and from campus. All eligible travel expenses related to University business will be reviewed and expensed through Simmons University in accordance with the [Simmons University Travel & Hospitality Policy](#).



5. An approved Agreement to work remotely is not intended to assist with or facilitate the care of a dependent at the place of remote work. If children or adults are in need of care in the remote work location during the employees' work hours, another person must be present to provide the care during the employee's work hours.
6. The University may provide select equipment and appropriate stipends for materials needed by employees to effectively perform their duties, as approved by the Manager and Unit Vice President. Typically, this does not include internet or phones. Generally, this commitment for equipment and stipends applies to Full Remote Work employees who work full time or more than 20 hours per week. All equipment and any stipends provided will be listed within the Remote Work Agreement. In the event that a Full Remote Work employee ends their employment with the University, they will be responsible for returning all University-owned equipment within two weeks of their last day of employment. A Partial Remote Work employee is expected to return all University-owned equipment on their last day of employment. If the remote employee's departure is within 12 months of the original Agreement start date, they will also be responsible for returning the full amount of stipend to the University within two weeks of their last day of employment. Remote employees may use University-owned equipment only for legitimate University purposes. Remote employees are responsible for protecting University-owned equipment from theft, damage, and unauthorized use. The University will maintain, service, and repair university-owned equipment used in the normal course of employment. The University is not responsible for the cost, repair, or service of the employee's personal equipment, unless otherwise expressly agreed to in advance in the Agreement.
7. Employees who work remotely shall follow Simmons policies and procedures, particularly with regard to the use of vacation days and sick leave and requests for a Leave of Absence. Non-exempt employees must also conform to the overtime, record-keeping, and meal break provisions of the Fair Labor Standards Act. Managers must pre-approve all hours to be worked in excess of 40 hours in any workweek regardless of the location where the work will be performed.

TECHNOLOGY AND SECURITY CONSIDERATIONS

- Employees who work remotely shall honor technology and cybersecurity measures as they would if working on campus. Those who work remotely are responsible for protecting Simmons data and systems and complying with the requirements set forth in the [Simmons University Information Security Policy](#) and [Acceptable Use Policy](#).
- Employees who work remotely shall not download any sensitive or confidential Simmons data or information onto their personal computers or onto any computer or electronic devices other than those provided by Simmons University.



TO REQUEST A REMOTE ARRANGEMENT

Eligible employees may only work remotely with prior written approval. To be considered for a remote work arrangement, eligible employees must submit a Remote Work Proposal Form to their manager. Upon approval, the department and employee will be required to sign the Remote Work Agreement and return the completed Agreement to hr@simmons.edu.

