

6.Y-2019: Flexible Work Arrangements - Telecommuting

1. Overview

- 1.1 As part of St. Mary's desire to support our employee to achieve greater work-life balance, improve workplace productivity and strengthen the employee experience, the University is supportive of flexible work arrangements for employees. The University supports two types of Flexible Work Arrangements including Telecommuting (Working Remote) and a Flexible Work Hours Agreements.

2. Eligibility

- 2.1 All permanent salaried full-time & part-time employees are eligible to apply for a Flexible Work Arrangement following the successful completion of their three month probation if they hold a position in which the nature of their role ensures operational needs will not be adversely affected by a flexible work arrangement.

3. Guidelines & Procedures

- 3.1 Telecommuting refers to an employee working from home or another location on a full- or part-time basis. Teleworking is not a formal, universal employee benefit, and requests will be approved based on individual requests.
- 3.2 Employees who hold a position that requires independent work, quiet spaces for concentration, little face-to-face interaction with staff or stakeholders, and work results that are specific, measurable or project based are most appropriate for telecommuting. In addition, an employee must consistently demonstrate that they are able to work productively on their own, are self-motivated, flexible, high performing, organized and are good communicators to be considered for remote working accommodations.
- 3.3 The University has the right to refuse to make teleworking available to an employee and to terminate a teleworking arrangement at any time. The University endeavours to provide employees advance notice if a decision is made to terminate a telecommuting agreement; however, advance notice is not guaranteed.
- 3.4 Employee compensation, benefits, work status, hours per day and work responsibilities will not change due to participation in the teleworking program.
- 3.5 The employee is required to designate and maintain a confidential, safe and productive workspace within the remote work location to be used while

Approval Authority	Responsible Office	Effective Date	Date Last Revisited
Sr. Leadership Team	Human Resources	December 2019	

teleworking. Any University materials taken off campus should be kept in a secure area that is not accessible to others.

- 3.6 Employees must be available by phone and email during core operating hours to ensure seamless service, support and communication with peers, and/or stakeholders. Employees must also be available to commute to Campus as needed for work-related meetings or other events or meet with colleagues in the alternate work location as needed to discuss work progress or other work related issues.
- 3.7 Employees are responsible to ensure that they have a secure and dependable computer, telephone and internet services while telecommuting. The University will not assume responsibility for the cost of personal equipment required to work, nor the cost of repair, or service, operating costs, home maintenance, or other costs incurred by employees for the use of their homes as telecommuting work locations. Any additional cost incurred for the insurance coverage will be at the expense of the employee.
- 3.8 The University will provide office supplies limited to basic supplies taken from the storage room such as paper, pencils/pens, highlighters, post-it notes, paperclips and folders. Otherwise employees are expected to furnish their own work space and other supplies. The University will reimburse employees for business-related long distance calls made from their personal telephone lines/cell phones.
- 3.9 Teleworking is not a substitute for dependent care or paid time off. Teleworkers will not be available during company core hours to provide dependent care or perform tasks personal in nature.

4. Request Process

- 4.1 An employee wishing to request a Flexible Work Arrangement must first have a discussion with their direct Leader to assess the suitability of such an agreement.
- 4.2 Once the first official discussion regarding a flexible work arrangement is made and if supported by the Leader, the Employee must formally submit a written request outlining the desired and proposed work arrangement with a signed *Telecommuting Agreement* form. It is encouraged that the request include an outline of the proposed working schedule, location, and any resources which would be needed to support a successful arrangement.
- 4.3 Leaders are expected to ensure that they formally review and respond to the Flexible Work Arrangement request within 10 business days of receipt of the application with a copy being provided to Human Resources & Payroll for inclusion within the employee's personnel file.

- 4.4 Leaders will be required to ensure that all approved arrangements, a fully signed agreement with a completed *Telecommuting Agreement* form, is submitted to Human Resources & Payroll a minimum of 10 business days prior to the effective date. Further, the Leader will ensure that the Agreement is reviewed on an annual basis with any and all changes or amendments submitted to Human Resources & Payroll at least 10 business days prior to the changes taking effect.
- 4.5 Flexible work arrangement requests may be denied depending on satisfactory staffing requirements or operation needs.



Telework (Remote Working) Agreement

This Agreement, effective _____, is between _____ an Employee of St. Mary's University (referred to as "Teleworker") and St. Mary's University (referred to as the "University").

The Teleworker agrees to perform the full scope of their role and responsibilities as assigned by the University as a "teleworker." The Teleworker agrees that teleworking is voluntary and may be terminated at any time, by either the Teleworker or the University, with or without cause.

This Agreement shall become effective as of the date written above, and shall remain in full force and effect, as long as the Teleworker teleworks, unless the agreement is terminated.

The Teleworker's participation as a teleworker is entirely voluntary. Teleworking is available only to eligible Teleworkers, at the University's sole discretion. As such, no Teleworker is entitled to, or guaranteed the opportunity to, telework. Either party may terminate Teleworker's participation in the program, with or without cause, upon reasonable notice, in writing, to the other party.

Salary, job responsibilities, and benefits will not change because of involvement in the program, and the Teleworker will be entitled to any University-wide benefit changes that may be implemented. The Teleworker agrees to comply with all existing job requirements as now are in effect.

Work hours are not expected to change during the program. In the event that overtime is anticipated, this must be discussed and approved in advance with the manager, just as any overtime scheduling would normally have to be approved.

The daily work schedule for the teleworking days is subject to negotiation with and approval by the Teleworker's leader. The leader may require that the Teleworker works certain "core hours" and be accessible by telephone during those hours.

The University may provide the necessary computer, modem, software, and other equipment needed for teleworking. All of these items remain the property of the University and must be returned to the company upon request. Any equipment or supplies provided by the University are provided for use on company assignments. Other household members or any other individuals should not use the equipment and software. University owned software may not be duplicated except as formally authorized. The University will be responsible for insurance and maintenance of all company-provided materials.

The Teleworker may use personal equipment for teleworking purposes. In such cases, the Teleworker will be responsible for the maintenance and insurance required for the equipment.

The Teleworker agrees to designate a workspace within Teleworker's remote work location while teleworking. The Teleworker agrees to maintain this workspace in a safe condition, free from hazards and other dangers to the Teleworker and equipment.

Any University materials taken off campus should be kept in the designated work area and not be made accessible to others.

Office supplies may be provided by the University as needed. The Teleworker's out-of-pocket expenses for other supplies will not be reimbursed unless by prior approval of Teleworker's leader.

Teleworking is not a substitute for dependent care or paid time off. Teleworkers will not be available during company core hours to provide dependent care or perform tasks personal in nature.

It will be the Teleworker's responsibility to determine any income tax implications of maintaining a home office area. The University will not provide tax guidance nor will the University assume any additional tax liabilities. Teleworkers are encouraged to consult with a qualified tax professional to discuss income tax implications.

The Teleworker remains obligated to comply with all of University's policies, procedures, practices, instructions and this Agreement. The Teleworker understands that violation of any of the above may result in preclusion from teleworking.

We have read and understand this Agreement and accept its conditions:

Date

Employee Signature

Date

Employee Leader