

Temporary Telecommuting Policy and Agreement

Definition

Drury University (Drury) encourages departments and units to consider ways of implementing social distancing as a method to minimize the spread of COVID-19 virus. One such option for social distancing is telecommuting on a temporary basis where management has determined that such temporary telecommuting is appropriate and viable. Telecommuting is a work arrangement that allows employees to work at home or some other off-site location for some or all of their regularly scheduled work hours. Although not all jobs can be performed satisfactorily from other locations, Drury recognizes that, in light of current health situation, telecommuting arrangements may temporarily provide a mutually beneficial option for both Drury and the employee.

Employee Eligibility

Candidates for telecommuting arrangements must meet at least one of the following criteria:

- Be in a position in which some or all of the functions may be performed from home – which will be determined at the sole discretion of the immediate supervisor and Human Resources
- Have an immunosuppressive health issue or has someone at home with an immunosuppressive health issue
- Have child-care issues due to school closings

Position Eligibility

This Temporary Telecommuting Agreement should be used in all instances in which management has determined that an employee may temporarily telecommute as a means of social distancing. In addition, if an employee already has an approved telecommuting arrangement in place, this Temporary Telecommuting Agreement should be used instead of modifying an existing agreement because this Temporary Telecommuting Agreement provides the flexibility needed to adjust to any changing circumstances as the current health situation continues to evolve. Not all jobs can be performed from off-site location. In general, positions requiring face-to-face interaction with customers and office personnel are not suitable for telecommuting arrangements. Drury may re-evaluate the eligibility of a position for working from home at any time.

Types of Arrangements

While employees and supervisors have the freedom to propose arrangements tailored to employee and departmental needs, the following basic requirements must be met:

- Employees must be able to carry out the same duties, assignments, and other work obligations at their home office as they do when working on Drury's premises.
- The workweek for all full-time regular employees is 40 hours for non-exempt employees, divided into five days, Monday through Friday, with employees scheduled to work eight hours per day.
- Exempt employees will be expected to work a minimum of 40 hours per week.
- Employees must be available to their supervisors and co-workers during core work hours.

- Employees must be available to attend scheduled meetings and participate in other required office activities at the home office as needed. Where practical, Drury will normally provide at least 24 hours' notice for such events.

Drury does not ordinarily provide telecommuting employees with equipment or office furnishings for their home offices. Employees are responsible for equipping and maintaining their home offices so that they can accomplish their work in an efficient and expeditious manner that ensures the security of confidential information. Depending on the nature of their jobs, this may require having computers, printers, computer software, fax machines, data and telecommunications equipment, and other equipment available for their use. Employees who do not have computers may inquire to the availability of computers and related equipment available for check out from Information Technology.

Employees are responsible for providing office furnishings – such as desks, chairs, file cabinets, and lighting – at their own expense.

Request Process

This Agreement is between Drury and _____ (“you”), and must be signed and approved by the employee’s manager or supervisor and the Chief Human Resources Officer. Telecommuting might not be feasible within some departments or for certain positions within a department. Employees interested in telecommuting arrangements should discuss the matter with their supervisors. This Agreement supersedes any prior Telecommuting arrangements in place between you and Drury, (if any). When management determines to end your temporary telecommuting arrangement as described in this Agreement, and if you had a Telecommuting Agreement in place immediately prior to this Agreement, you should discuss with management whether any further telecommuting is appropriate. If further telecommuting is deemed appropriate by management, a new Telecommuting Agreement should be prepared and signed. Note that having successfully engaged in temporary telecommuting pursuant to this Agreement does not require management to agree to any future telecommuting. Drury has the right to cancel or suspend employee telecommuting privileges at any time, for any reason or for no reason, at its sole discretion.

- A. We (Drury and you) agree that you will temporarily telecommute on the following schedule: the following days: _____ with the following frequency (such as each week, every other week, each month, etc.) _____, beginning on _____. You understand that this agreement to permit you to telecommute is a temporary measure only, and will be reviewed continuously during the period in which Drury encourages social distancing as a measure intended to minimize spread of the current health situation. Accordingly, Drury may alter this schedule or end the temporary telecommuting agreement at any time in its discretion.
- B. You agree to maintain a presence with your Department while temporarily telecommuting. Presence may be maintained in the manner and using the technology, directed by the Department, which remains readily available such as by laptop computer, mobile phone, email, messaging application, videoconferencing, instant messaging and/or text messaging at all times during the times the Department expects or requires you to work. You are expected to maintain the same response times as if you were at regular Drury location. You will make yourself available to physically attend scheduled work meetings as requested or required by the Department.

- C. This temporary telecommuting arrangement will begin on _____ and will remain in effect unless altered or terminated at any time as described in paragraph A above.
- D. While temporarily telecommuting, you will work just as if you were in your regular Drury location and maintain productivity, performance, communication and responsiveness standards as if you were not temporarily telecommuting. This Agreement does not change the basic terms and conditions of your employment with Drury. You will perform all of your duties as set forth in your job description, as well as those additional and/or different duties that the Department may assign from time to time. Further, you remain obligated to comply with all University policies and procedures.
- E. If you are a non-exempt employee, you are not to work overtime without prior written approval from your supervisor, and you are required to take your rest and meal breaks while telecommuting in full compliance with Drury's policies. You agree to follow such procedures as your manager or your Department may establish in order to minimize the likelihood for interruptions or delays to your rest or meal breaks in a way that causes a violation to Drury's policies. You are required to notify your manager within one business day if you believe you were unable to take a rest or meal break in full compliance with the requirements of Drury's policies on a day on which you telecommuted.
- F. You will be solely responsible for the configuration of and all of the expenses associated with your telecommuting workspace and all services unless the Department expressly agrees otherwise. This includes ensuring and maintaining an ergonomically appropriate and safe telecommuting worksite. By signing this Agreement, you are certifying such is the case.
- G. All injuries incurred by you during work hours you are working and all illnesses that are job-related must be reported promptly pursuant to Drury's policies.
- H. You are required to use your personal mobile devices (for example, laptops, tablets, and a mobile phone). If your Department has approved you to use a personal mobile device while telecommuting, you must consult with IT to arrange appropriate set up of the mobile device(s). You are prohibited from tampering with any software, firmware, or hardware provided by Drury or loaded onto your personal mobile devices to enable you to perform Drury work. Regardless of whether using personal or Drury-owned mobile devices for Drury work while telecommuting, you are responsible at all times for the access, use and security of those mobile devices. Approval to use non-Drury issued mobile devices can be revoked at any time.
- I. By signing this Agreement, you are also confirming you have read, understood and will comply with all provisions of the Drury handbooks as if you were at your regular Drury location.
- J. You acknowledge that if your manager or Drury's leadership deems that the temporary telecommuting arrangement described in this Agreement is not working effectively or as envisioned, management may at any time adjust or end the temporary telecommuting

arrangement. Management will strive to provide at least 24 hours' advance notice of any changes to the temporary telecommuting arrangement.

- K. You agree that effective when you begin temporarily telecommuting under this Agreement, you will be telecommuting from the following City and State:
_____. You agree to notify the Department in writing within three calendar days of any changes to the City and/or State from which you will be temporarily telecommuting, along with the effective date(s) and duration of such change. You understand Drury will rely on this information in determining compliance with any local laws and ordinances while you are temporarily telecommuting.

UNDERSTOOD AND AGREED:

Employee Signature

Date

Print Name/Title

APPROVED BY:

Approver Signature (Manager/Supervisor)

Date

Print Name/Title

Department

CHRO Signature
Cc: Manager
Personnel File