



PROCEDURE

Remote Work

Procedure Administrator: Chief Human Resources Officer

Authority: N.J.S.A. 18A:64-8

Effective Date: September 1, 2024

Index Cross-References: Procedure 4200: Acceptable Usage Standards of Computing and Communication Technology; Procedure 6119: Time and Attendance; Procedure 6170: Work Arrangements; Policy VI-11.1: Office Hours, Work Week, Lunch Period, Breaks and Emergency Closing Reporting

Procedure File Number: 6171

Approved By: Dr. Joe Bertolino, President

Stockton University permits remote work arrangements as set forth in this procedure when it is in the best interests of the University and when it enhances the productivity of the employee.

This procedure applies to University employees, both union-represented and non-represented positions. It does not apply to faculty, nurses, custodial, trade, student workers, graduate assistants, or public safety positions. Remote work is not an employee right or guaranteed employee benefit, and the implementation and/or continuation of remote work is at the sole discretion of the employer.

Requests for remote work should first be submitted to an employee's supervisor. If an employee's supervisor approves a remote work request, it then will be submitted to the employee's Divisional Executive.

I. DEFINITION(S):

- A. **Remote work** is an authorized work arrangement that involves an employee working at a location that is not the regularly assigned place of employment.
- B. A **regularly assigned place of employment** is the location on the Stockton University campus, or satellite location, where an employee usually and customarily reports for work or where work is performed.

II. PROCEDURE STATEMENT:

Remote work includes alternative working location arrangements available to employees whose job duties are appropriate for such assignment. The decision to authorize these options is within management's discretion based on the nature of the work being performed and other business considerations. Participation does not alter an employee's work relationship with the University, nor does it relieve an employee from the obligation to observe all applicable University rules, policies, and procedures. All existing terms and conditions of employment, including but not limited to the position description, salary, benefits, leave and work hours remain the

same as if the employee worked only at the regularly assigned place of employment. Decisions regarding procedure development or changes remains at the discretion of the President and Cabinet. All requests or assignments for remote work require the approval of the employee's supervisor and Divisional Executive.

Remote work arrangements are appropriate only when both the abilities of the employee and the nature of the work to be performed meet the minimum criteria set forth below. The purpose of this remote work procedure is not meant to accommodate employee personal needs or to circumvent the need for employees to use leave as normally required. Timeframes can be as long as one year in length or intermittent depending on office function and operational needs.

The University reserves the right to terminate at its discretion any approved remote work agreement with two weeks' notice to the employee, or notice required under an applicable labor agreement. The University also reserves the right to immediately terminate any agreement without notice for any violations of University policy or procedure, a violation of the conditions of the agreement, or when there is a relevant change in University policy, procedure, or law.

Remote work is not available on a holiday to accrue comp time.

A. Criteria

(i) Supervisor Considerations - Remote work is appropriate for employees who:

- Have the ability to successfully organize, manage time, and work independently.
- Have at least satisfactory work performance.
- Have a thorough knowledge and understanding of their job functions.
- Have no prior discipline within a two-year period, with particular consideration for leave abuse, performance issues, or violations of standards of conduct.

(ii) Position Requirements - Positions that may be considered for remote work arrangements are those that:

- Have job functions that can be performed at a remote site without diminishing quality or productivity of a unit or employee performance and does not increase cost to the employer.
- Do not require an employee's presence at the regularly assigned place of employment on a daily or routine basis.
- Have an emphasis on the electronic production and/or exchange of information by means of technology.
- Involve measurable or quantifiable work product.

- Have minimal or flexible need for specialized materials or equipment available only at the regularly assigned place of employment.
- Do not result in a shift of job duties from the remote work employee to employees working at the regularly assigned place of employment.

(iii) Positions that are not suited to remote work are those that:

- Require regular face-to-face contact with a supervisor, other employees, students, and members of the University community, or the public.
- Require routine access to information or materials that are available only at the regularly assigned place of employment.
- Involve the direct handling of secure materials that render remote work inappropriate.

There may be circumstances, rotations, times of the year, etc., that avail these positions to remote work.

B. Remote Work Site Requirements:

- Employees must self-certify to their supervisor that the remote work site is clear of conditions that pose a hazard to the employee's safety or otherwise present a danger to assigned equipment or data and that the site is conducive to the performance of assigned duties and must maintain this condition through the duration of the remote work assignment.
- Employees must have reliable internet access appropriate to work requirements. The internet connection must be able to support video conferencing with audio and video at all times.
- Events and activities that are not work-related will not disrupt or interfere with work at the remote work site.
- The employee must make advance arrangements for dependent care to ensure a productive work environment. Remote work is not meant to substitute for dependent care or other personal obligations. The employee shall continue to make these arrangements to the same extent as if the employee was working at the regularly assigned place of employment.
- Remote working is not intended to be a temporary accommodation for an acute condition that does not qualify as a disability.
- A supervisor may visit the proposed remote work site to evaluate the appropriateness of the site, as defined above, prior to approving the agreement and may require that a photo of the workspace be attached to the agreement. A mutually agreed time will be scheduled with the supervisor for this visit.

- Once the agreement is approved, the University retains the right to make prearranged on-site inspections of the remote work site during scheduled work hours. A minimum of three (3) workdays' advance notice to the employee will be required prior to the visit.
- Supervisors and employees must ensure that all sensitive and confidential information and equipment is protected and secured when accessing information from the remote location.

C. Regularly Assigned Place of Employment

- Employees participating in remote work shall report to the regularly assigned place of employment as agreed upon with the supervisor and as indicated in the agreement. Additionally, when operational needs require, an employee must report to the regularly assigned place of employment upon the supervisor's request.
- In-person meetings are prohibited from being conducted at the remote work site.

D. Technology/Equipment

- Generally, only a University-issued/loaned computer, outfitted with University issued software and security, should be used to connect to the University network.
- Only University-approved software shall be used for connecting with the University's network from the remote work site. Employees who are participating in remote work shall follow all University information security policies, procedures, copyright laws, and manufacturers' licensing agreements.
- It is understood that any equipment issued by the University to the employee, 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 at the regularly assigned place of employment. Employees must utilize such equipment as directed, including any directives regarding accessing confidential data. Only the employee may use University equipment.
- Remote work employees must store all University work-related electronic content (documents, image files, etc.) on a University OneDrive or a shared drive. No content shall be stored on a personal device.
- Any equipment that is used by an employee (personal or University resources) in the completion of their work is subject to discovery and Open Public Records Act requests. The use of personal equipment and software is subject to all University policies, procedures, and security protocols.
- If the remote work agreement is terminated, the employee must return to the University any University-owned property, supplies, equipment, and work products.

- The employee is required to notify the employee's supervisor immediately of any equipment, software, or internet connection malfunction or failure, or of any theft or loss of equipment issued by the University.
- If a remote work employee is unable to work remotely due to a technology failure or any other reason the remote work location becomes unsuitable for work, the employee must be able to report to the regularly assigned place of employment to complete their work for the duration of the failure as directed by their supervisor or submit appropriate leave at the discretion of the supervisor.
- The employee is responsible for the security of all official data, both electronic and physical, in accordance with University policies and procedures.
- Employees and supervisors must ensure that all protective software and other firewall technology is installed and used on all equipment at the remote location.
- Employees must follow Procedure 4200: Acceptable Usage Standards of Computing and Communication Technology.

E. Work Schedule, Leave, and Reporting

- A remote work agreement does not necessarily alter the employee's work schedule. The specific work schedule of a participating employee shall be designated by the supervisor based on the business needs of the position. Human Resources and Payroll must be informed of approved work hours. All work hours must total 35/40 hours per week, as applicable for the employee, and follow applicable state and federal labor laws.
- Employees are required to enter all leave requests as would be required at the regularly assigned place of employment.
- All leave policies and procedures, including reporting time off, must be followed by the remote work employee.

F. Liability

- The alternate work site is an extension of the University; therefore, the remote work employee is covered by worker's 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 the employee's supervisor and the Office of Human Resources of any work-related injury or illness.
- The University will not be liable for damages to employee-owned

equipment being used in remote work or that may result from remote work. The University will not be responsible for operating costs, remodel expenses, home maintenance, or any other incidental costs (e.g. utilities, telephone, insurance) associated with the use of the employee's residence or alternate work site for remote work.

- Personal tax implications and liability related to the alternate work site and remote work shall be the employee's responsibility.
- The employee will not be reimbursed for any travel miles to/from or receive any compensation for time spent commuting to/from the regularly assigned place of employment and the remote location.

G. Work Assignments and Supervision

- When working remotely 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 the employee's supervisor regarding work progress and deliverables. Employees shall be available to the University for communication and contact during their scheduled work hours.
- The employee must be accessible and available at all times during their normal work hours while working remotely, except during periods of approved leave or designated breaks. The employee will be directed on modes of communication to be used during the remote work arrangement (i.e., telephone, VPN network access, email, etc.). The employee will be required to grant calendar access to the employee's supervisor if requested.
- Employees are responsible for ensuring that non-employees do not have access to University files, records, or data in print or electronic format.
- Restricted-access materials shall not be taken out of the office or accessed remotely via computer unless approved in advance by the supervisor.
- Failure to abide by this remote work procedure may result in discipline and/or revocation of approval for remote work.
- Remote work approval is for the employee's existing position. Any changes in position will require a review of the remote work agreement at the sole discretion of the employer, with no guarantee of approval.

III. IMPLEMENTATION:

- A. Agreement - A Remote Work Agreement, available on the Human Resources website, must be completed and signed by the employee and the employee's supervisor and must have the approval of the employee's Divisional Executive prior to initiating a remote work arrangement. A copy must be filed with Human Resources.

- B. Equipment and Supplies - As part of the Remote Work Agreement, the employee may describe and present to the supervisor a request for office equipment, hardware, software, communication needs, and office supplies needed to participate in remote work. The supervisor will review the request for approval for issuance, purchase, or reimbursement. The University will not reimburse the employee for any costs not pre-approved by the Divisional Executive. Purchases or reimbursement shall be provided in accordance with applicable University policies and procedures. The University will not reimburse employees for out-of-pocket expenses for materials and supplies that are reasonably available at the regularly assigned place of employment.
- C. Information Technology Services must review and approve all requests for technology after approval of the agreement.
- D. The employee should designate a remote workspace 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.
- E. The employee will provide telephone and internet service (as applicable) at the employee's own expense.

Review History:

	Date
Procedure Administrator	08/07/2024
Divisional Executive	08/07/2024
General Counsel	08/08/2024
Cabinet	08/20/2024
President	08/21/2024