

## **Policy Statement**

To establish eligibility criteria and operational guidelines for Remote Work arrangements, required documentation, and protocols for ensuring the stability, continuity, and security of university operations.

## **Reason For Policy**

New Jersey City University's institutional commitment to student success is centered on fostering a workplace where employees are empowered to thrive personally and professionally. We are committed to developing and implementing progressive workplace initiatives.

Offering a Remote Work option to our staff will support the university in advancing institutional objectives, including supporting the recruitment, retention, and professional development of dedicated and talented employees, enhancing employee productivity and performance, and promoting environmental sustainability. This policy specifies the standards and guidelines for Remote Work for staff employees.

This policy is subject to revision based on operational demands, and applicable federal and state laws.

## **Stakeholders Affected By Policy**

- Students
- Faculty
- Staff

## **Definitions**

**Alternate Workplace** - a predetermined location, such as a home office, other than an employee's campus workplace, from which an employee will work remotely. Such a work location should provide the employee with an appropriate working environment, including sufficient working space, access to reliable internet and telephone service, limited distractions, and be located within a Commutable Distance of the University.

**Campus Workplace** - an employee's workplace on one of New Jersey City University's campuses

**Commutable Distance** - a location that supports an employee's ability to travel to campus when required, including on days that might otherwise be Remote Workdays.

**In-Person Work** - the work that an employee performs at a Campus Workplace.

**Remote Work** – the work that an employee performs at an Alternate Workplace, which is subject to supervisor approval.

**Remote Work Agreement** – a document that memorializes the terms of Remote Work as agreed to by the employee, supervisor, and divisional vice president.

**Remote Work Request** – a form submitted via email by an employee to request a Remote Work arrangement subject to approval by the employee’s supervisor.

**Remote Workday** – a day that an employee is regularly scheduled to conduct Remote Work from an Alternate Workplace.

## **Policy Text**

### **1. Overview**

a. New Jersey City University’s institutional commitment to student success is centered on fostering a workplace where employees are empowered to thrive personally and professionally. We are committed to developing and implementing progressive workplace initiatives like this Remote Work Policy.

b. Offering a Remote Work option to our staff will support the university in advancing institutional objectives, including supporting the recruitment, retention, and professional development of dedicated and talented employees, enhancing employee productivity and performance, and promoting environmental sustainability. This policy specifies the standards and guidelines for Remote Work for staff employees.

c. This policy does not apply to requests for accommodations under the Americans with Disabilities Act (ADA), FMLA, workers’ compensation, or any other applicable federal or state regulations, nor shall this policy be applied in such a way that circumvents the need for medical leave or accommodations otherwise provided for by law. Employees seeking such leave and/or accommodations should submit a request in accordance with university leave policies.

d. This policy is subject to revision based on operational demands, and applicable federal and state laws.

### **2. Eligibility**

a. Eligibility for Remote Work is up to the discretion of the supervisor. Supervisors will determine a position’s eligibility for remote work

based upon the department's operational and service delivery needs, the individual employee, and the employee's position.

b. Evaluating a position's eligibility for remote work should be guided by equity and impartiality. Supervisors should consider requests for remote work on a case-by-case basis considering the objectives and operational needs of the university and the specific unit when determining eligibility for a position.

c. Eligible employees can request one day of Remote Work—approval is contingent on departmental needs.

d. Essential employees are not eligible to apply for Remote Work.

### **3. Request and Approval**

a. Employees must submit a Remote Work Request Form (via email) to their supervisor to be considered for remote work. Employees unsure if their position is eligible for remote work should consult with their supervisor.

b. Supervisors will review Remote Work Requests considering the objectives and operational needs of the University and the specific unit. Approved Remote Work Requests must be documented by a Remote Work Agreement signed by the employee, supervisor, and divisional vice president.

c. If a supervisor denies a Remote Work Request, the employee may appeal the decision with the divisional vice president of the employee's unit. The divisional vice president's decision to approve or deny the request will be final.

d. *Remote Work Requests cannot be approved for more than one day per week.*

### **4. Alternate Workplace**

a. The Alternate Workplace is a predetermined location, such as a home office, other than an employee's Campus Workplace, from which an employee will work remotely. The Remote Working Agreement must specify the location of the Alternate Workplace, which will be located in compliance with the New Jersey First Act, as applicable, but at no time exceed a Commutable Distance from campus in the event the employee is required to report to work on the scheduled remote day due to departmental need.

b. The Alternate Workplace should be a fixed work area that will provide the employee with access to the tools necessary for Remote Work, such as a telephone with a good signal, computer, reliable internet connection, etc.

c. The Alternate Workplace must be within an environment free of disruptions and provide the appropriate level of privacy when discussing confidential or sensitive matters.

d. The University does not assume responsibility for costs incurred by an employee for Remote Work occurring in the Alternate Workplace, including but not limited to operating expenses, maintenance, equipment, materials, Internet or telecommunications connections, renovation of space, or any other costs incurred by the employee.

e. Employees approved for remote work should not hold business visits or in-person meetings with professional colleagues, students, vendors, customers, or the public at the Alternate Workplace.

f. A Remote Work Agreement does not convert the Alternate Workplace into an official university place of business.

g. The employee is responsible for ensuring their Alternate Workplace provides sufficient working space without distractions and privacy to ensure confidentiality of university records, reliable internet, telephone service access, and any other conditions required to support the Remote Work Arrangement.

## **5. Job Expectations and Managerial Supervision**

a. Supervisors will provide clear expectations for job performance using established policies and procedures. The supervisor and employee must collaborate on strategies to address workflow or coverage issues arising from the Remote Work Arrangement. The employee is responsible for completing the job duties specified in their job description, including other duties as assigned by a supervisor, with any necessary modifications.

b. Frequent, open communication between the supervisor and the employee is integral to the success of all working arrangements. Supervisors should clearly communicate performance and availability expectations while working under Remote or In-Person working arrangements. Employees should keep their supervisors informed of progress on assignments, including any challenges or opportunities they may experience. The success of a Remote Work Arrangement will be contingent on effective communication, accountability, and trust, for which both the supervisor and the employee are responsible.

## **6. Availability**

a. Employees must be accessible (by phone, email, and any other medium/platform designated by their supervisor) and communicate how to contact them (providing contact information and phone number on voicemails or in email signature blocks) whether they are at a Campus or Alternate Workplace. Employees must use call/voicemail forwarding and/or voicemail messages on their Campus Workspace phone to facilitate accessibility.

b. The employee must participate in meetings via video conference platforms, telephone conference calls, or any other electronic group-meeting platforms with the camera on if their supervisor requires it. Employees must dress professionally and observe other university dress code policies while working remotely and participating in video conference meetings.

c. Supervisors may require that an employee report on a regular Remote Workday to the Campus Workplace or elsewhere as deemed necessary. In that event, the supervisor should give the employee as much notice as is practicable. When an employee must work at the Campus Workplace on a day that would otherwise be a Remote Workday, substitute Remote Workdays are not guaranteed. They are at the discretion of the supervisor.

d. The employee must be available and able to work their regularly designated office hours while working remotely and may not change their work schedule on Remote Workdays.

e. Remote Workdays are not a replacement for the use of sick, vacation, or administrative time. Employees who cannot work their regular scheduled hours on a Remote Workday must contact their supervisor and charge their hours as they would on a non-remote workday.

f. Established break schedules and other workday procedures remain in effect on Remote Workdays.

## **7. Equipment**

a. Employees who have been provided with university-owned computer equipment are permitted to use it at an Alternate Workplace. To ensure the security and confidentiality of university records, any computer equipment supplied by the university shall be used only by the authorized employee. The university does not assume responsibility for employee-provided equipment or its repair or service costs.

b. Employees are expected to provide their own telephone, telephone service, reliable internet connection, and any other equipment necessary to facilitate the Remote Work arrangement. Where use of personal devices is permitted, employees are expected to install software or other technology that the university may require to ensure security, accountability, and effective delivery of work consistent with university policies.

c. Employees engaging in Remote Work may use office supplies purchased by the university. Any equipment or office supplies provided by the University to support Remote Work must be returned to campus upon the termination of the Remote Work Arrangement. University equipment used at an Alternate Workplace must be listed in the Remote Work Agreement.

## **8. Information and Technology Security**

a. Remote employees must adhere to the established standards and protocol relating to information protection, security, and technology, whether working at their Campus Workplace or an Alternate Workplace. Adherence to IT, data security, and financial control policies is essential while working at an Alternate Workplace. Employees shall not duplicate any University-owned software or sensitive data on personal devices except as explicitly allowed by university policy. Consistent with existing University policy, employees shall not use University resources for the conduct of personal business, including while working at an Alternate Workplace.

b. Failure to adhere to the standards and protocol may result in revocation of the Remote Work Agreement and appropriate disciplinary action.

c. Sensitive information may only be accessed using university-issued computing devices (securely configured for such data access). Employees using personal computing devices may engage in the limited entry of or access to sensitive data only if they have ensured through the IT Department that their personal computing device meets the university's security policies and confidential records are not accessed by anyone other than the employee.

## **9. Liability / Risk Management**

a. An Alternate Workplace used by an employee under a Remote Work Agreement is an extension of the Campus Workplace. The State of New Jersey will determine whether: 1) the University's liability for job-related accidents will continue to exist during the approved Hybrid Schedule and in the employee's Alternate Workplace, and 2) whether the employee is covered

under the State of New Jersey's Workers' Compensation Law for injuries occurring during the actual performance of official duties at the Alternate Workplace. However, the university assumes no liability for damages to an employee's real or personal property resulting from participating in Remote Work.

b. If an injury occurs during work hours, the employee will immediately report it to their supervisor. The employee and supervisor should follow the University's policies regarding reporting injuries for employees injured while at work. The State of New Jersey and New Jersey City University are not responsible for any injuries to family members, visitors, and others in the employee's Alternate Workplace. The employee may not have professional colleagues, students, vendors, customers, or the public at the Alternate Workplace.

c. To the extent permitted by law, the employee will not attempt to hold New Jersey City University nor the State of New Jersey responsible or liable for any loss or liability in any way connected to the employee's non-work-related use of their Alternate Workplace or home. The employee is responsible for contacting their insurance agent, tax consultant, or other advisors and consulting local ordinances for information regarding Alternate Workplaces.

## **10. Time Keeping**

a. The approved Remote Work Agreement will document the days/hours the employee will be working. All University policies and procedures, including time and attendance reporting and leave time, continue to apply during Remote Work Arrangements. Supervisors are responsible for ensuring employees are fulfilling the job duties documented in the Remote Work Agreement and the accurate and timely submission of time and attendance data.

## **11. Review, Modification, and Termination of Agreements**

a. A Remote Work Agreement may be modified or terminated by either the employee or the department upon notice. Departments should give 14 calendar days' notice of termination unless extenuating circumstances make such notice impracticable. The employee should provide as much notice as possible to facilitate resumed reporting to the work location.

b. All Remote Work arrangements must be reviewed formally every six months. The supervisor and employee should have continuing discussions to evaluate

whether established job duty objectives and deliverables are clear and understood by both parties; project standards are delineated, and performance is measured against defined standards; the employee's performance and overall contribution to unit objectives can be and is evaluated, and adjustments to enhance overall productivity need to be identified and implemented.

## **Procedures**

1. Employee submits Remote Work Request Form to Supervising Manager.
2. Supervisor reviews and approves/denies employee Remote Work Request.
3. Employee and supervisor complete and sign the Remote Work Agreement Form.
4. Remote Work Agreement Form is sent to Divisional Vice President/Division Head for final approval and signature.

## **Violations**

A University Remote Work Agreement may be modified or terminated by either the employee or the department upon notice. Departments should give 14 calendar days' notice of termination unless extenuating circumstances make such notice impracticable.

## **Responsibility**

- **Unit/Department Supervisor** – Initial Approval of Remote Work Request and Remote Work Agreement
- **Divisional Vice President/Division Head** – Final Approval of Remote Work Agreement