



Work Location Policy and Guidelines

Notre Dame de Namur University employees (faculty and staff) will be classified as “Remote” or “Hybrid”, or “Residential”; this classification will be incorporated into the offer letter, contract and/or workload agreement

Classification Definitions:

- **Remote: Employees** who are assigned to regularly and continuously perform their responsibilities exclusively from a dedicated workspace outside of an NDNU campus. For example, employees who occasionally come to the NDNU campus (e.g., to meet and/or collaborate with their colleagues or attend meetings) but have a dedicated workspace outside of a NDNU facility are considered Remote employees.
- **Hybrid: Employees who work part-time or part-of-the-day from a dedicated workspace outside of the NDNU campus and part of the time at the NDNU campus.**
- **Residential: Employees** who are assigned to regularly and continuously come to an NDNU campus and on other occasions work from a remote location, e.g., home office or remote workspace.

Staff: Employees will work with their Supervisor or Department Manager to establish an agreed upon work schedule. Department Managers will work with Division Heads who will have final approval of the employee’s work schedule. Renewal of the classification is conditional on university/department assessment of operational needs and of accreditation standards and needs.

Faculty: Given that work location is a working conditions issue, the University wants to receive input from the faculty via the Joint Labor Management Committee before a policy is implemented that applies to faculty. The following is our current draft on how full-time faculty could be approved for remote work:

Employees who are designated as full-time faculty are eligible to request a remote classification or can be hired as remote faculty. Faculty will need to work with their Dean so that the institution can make judgments that it is confident will account for: 1) the faculty member’s teaching; service, research, and administrative responsibilities, 2) university/department needs; and 3) the potential impact on relevant accreditation standards. Deans will work with the Provost who will have final approval of the faculty member’s remote classification. Generally, remote classification would be for a defined period. Renewal of the classification is conditional on the university’s current judgment relative to the criteria above.

Important Information:

- A Remote Work Agreement is required to document a work arrangement in which an employee has been authorized to work remotely on a consistent, scheduled basis, either for all or part of their assigned hours.
- Remote Work Agreements are not required for occasional and intermittent worksite flexibility considered mutually beneficial to an employee and their Manager/Division Head.
- Remote Work Agreements are not required for approved leave of absence.
- Remote Work Agreements will be in effect during the specified period of time in the Agreements.

Terms and Conditions of Remote Work Agreements

All work agreements will be made for a set period as determined by the Manager/in consultation with the Division Head, subject to renewal at the end of the agreed upon term and to earlier change by the University based on its needs. Renewal of the agreement will be based on a judgment of the factors by the department management for an initial decision to work remotely from campus and whether the job responsibilities were successfully and continuously completed and all other needs were met while working remotely.

The Manager in consultation with the Division Head and employee, shall establish the maximum number of days the employee will work remotely each week and the work schedule the employee will customarily maintain. As a condition of being approved to work remotely, the employee agrees to be accessible by telephone and other electronic medium during the agreed upon work schedule. If the job requires regular communication with campus faculty, staff, or students, the work schedule should coincide with normal campus business hours.

Employees entering a Remote Work Agreement must be available for and participate in meetings in accordance with the normal demands of the position. An employee working remotely may be required to report to the University workplace to attend meetings, if in the judgment of the University, such presence is necessary or useful for business purposes.

If an employee requests to work remotely for medical reasons, they should consult with Human Resources on possible, temporary or continuing ADA accommodation.

Employees working remotely are required to comply with all University rules, policies, practices, and procedures, to the same extent as if they were to report to on-campus or other business locations. Violation of such rules, policies, practices, and procedures may result in immediate termination of the arrangement and possible disciplinary action.

Employees who plan to move their site of remote work during the term of the work agreement must notify their Manager and Human Resources at least 60 days prior to the move to confirm the move is compatible with their employment at NDNU. If the move takes place without notification, the work agreement will be immediately terminated. If an employee is going to

work from a different work location than stipulated in their agreement, they must notify their Manager and Human Resources and receive approval in advance of a move.

The remote work option is a flexible work arrangement for university employees that can be discontinued at any time at the sole discretion of the University. An employee working under an approved Remote Work Agreement may also be temporarily assigned full-time to an on-campus office location as deemed necessary and appropriate by the University for business purposes.

Monthly Stipend for All Employees:

The University pays a work stipend in the amount of \$50 per month for full-time, fully remote employees and \$35 per month for full-time, residential and hybrid employees.

Part-time employees will receive a prorated amount of the work stipend based on the number of hours per week they are assigned to work.

This amount is intended for the expense of basic home internet/electricity and the occasional use of personal cell phone.

If an employee's actual expenses exceed the amount of the stipend, please present an expense request with documentation so that necessary and appropriate work expenses will be paid.

University Equipment and Supplies: Equipment supplied by the University will be maintained by the University. The use and availability of university equipment may be one of the factors in determining whether to approve or not a Remote Work Agreement. The employee working remotely agrees to take due care to protect the items from damage or theft. Upon termination of employment or of the Remote Work Agreement, all University property will be immediately returned to the University.

If supplies are needed to operate University equipment to perform work, please present an expense request with documentation so that necessary and appropriate work expenses will be paid.

Personal Employee Equipment: The use and availability of personal equipment may be one of the factors in determining whether to approve or not a Remote Work Agreement. Equipment owned by the employee that is approved for use for work will be maintained for wear and tear by the employee; however, for repairs to make possible the work please present an expense request with documentation so that necessary and appropriate work expenses will be paid.

Work Environment

The Remote Work arrangement is not a substitution for personal obligations, and employees working remotely are expected to dedicate their full attention to job responsibilities during the agreed upon work time

All employees who work off-campus will need to agree that their remote workspace is safe, fully operational and ergonomically appropriate. The area must be quiet and well lit, as well as have a personally owned desk, chair, lighting and power and all other furniture necessary to function as a remote workspace. NDNU provides a laptop when employees are hired. The University will not be responsible for costs associated with setup or maintenance of the employee's remote work location(s), including but not limited to remodeling or lighting. Based on descriptions of the work area, and possible remote-site inspections, a determination will be made by the Manager or Human Resources that the site is adequate, both in terms of utility and safety for the performance of assigned work.

Consistent with the University's expectations for information security that pertain to employees working on-site, remote work employees will be expected to ensure the protection of university information accessible from their remote workspace. Steps include, but are not limited to, regular password maintenance, use of Virtual Private Network (VPN) and any other steps appropriate for the job and the environment.

Individual tax implications and other costs related to the remote workspace shall be the responsibility of the employee.

Workers' Compensation

Workers' Compensation laws apply if the employee is injured while performing duties at the remote work location in the course and scope of employment. If an employee sustains injuries while at their remote work location and in conjunction with regular work duties, the employee is responsible for notifying the employer of such injuries in accordance with the University's worker's compensation procedures.

The University is not otherwise liable for other property damage or bodily injury. The employee is liable for any injuries sustained by third persons and/or members of the employee's family

In the event of an injury, the remote work employee must:

- Contact the employee's Manager and Human Resources within 24 hours to report the incident.
- The Manager should notify the Human Resources office about the injury and follow the directions provided.

The remote work employee remains liable for injuries to third persons and/or members of the employee's family arising from the employee's premises or other remote work location.