

<b>Volume E1:</b> Employment/Hiring	<b>E1.99.0.</b> <b>Remote Work</b> <b>Interim Policy</b>  <b>Effective Date:</b> 05/16/22 <b>Last Revised:</b> <b>Date of Next Full Review:</b>	<b>Responsible Office:</b> Human Resources
<b>Chapter 99:</b> General		<b>Responsible Officer:</b> Executive Director of Human Resources

## POLICY STATEMENT

Northeastern Illinois University (Northeastern or the University) supports the use of remote work arrangements that are designed to meet the student support and operational needs of the University. The availability of remote work is not intended to change the University’s regular hours of operation.

## PURPOSE OF THE POLICY

The purpose of this policy is to establish the requirements, processes, and conditions for Eligible Employees to work remotely, i.e., outside of their usual assigned campus location. This policy advances the University’s commitment to promoting an effective work/life balance, increasing space utilization, and reducing the impact on the environment. Northeastern’s remote work policy is designed to adequately and effectively fulfill the University’s mission, goals, and objectives, and to improve staff morale and retention, while maintaining and enhancing the University’s fundamental commitment to student success.

## WHO IS AFFECTED BY THIS POLICY

This interim policy applies to all non-negotiated Civil Service and A&P employees of Northeastern Illinois University.

## DEFINITIONS

**Appeal Manager:** Executive Director of Human Resources or designee to whom Employees may appeal a denial of a remote work request.

**Eligible Employees:** Non-negotiated Civil Service and A&P Employees who qualify for remote work because their work responsibilities may be effectively conducted remotely.

**Managers:** Direct supervisors of Employees.

**Remote Work:** A work arrangement in which some or all of an Eligible Employee’s work is performed at an off-campus site.

**Remote Work Agreement:** Required agreement between the Employee and Manager establishing the terms and conditions of the Remote Work arrangement. Please see Appendix A for the blank downloadable form.

## REGULATIONS

- [NEIU Board of Trustees Bylaws, Governing Policies, and Regulations](#)
- [NEIU Telecommunications Policy](#)
- [Illinois State Records Act](#)
- [State Officials and Employees Ethics Act](#)
- [State Property Control Act](#)



### **DETERMINATION OF ELIGIBILITY TO WORK REMOTELY**

University employees must receive a determination to work remotely prior to doing so. No Employee is authorized to establish or determine their own eligibility for remote work. Employees engaging in remote work are not allowed to work for any employer other than Northeastern Illinois University without prior notice to their Manager and the University's Ethics Officer, and in compliance with the State Officials and Employees Ethics Act.

### **DETERMINATION OF TECHNOLOGY REQUIREMENTS TO WORK REMOTELY**

Eligible Employees must first satisfy the University's stated technology and security requirements prior to receiving authorization to work remotely.

### **REMOTE WORK REQUEST**

An Employee interested in requesting remote work is responsible for submitting a Remote Work Agreement (in Appendix A) to their Manager. An Employee's desire to work remotely will not supersede any requirements and expectations of the department, office, or unit.

### **REMOTE WORK REVIEW PROCESS**

Decisions regarding remote work requests are determined on a case-by-case basis and are based upon Manager and the Vice President or Dean approval. A signed Remote Work Agreement (see Appendix A) is required for an Employee to participate in a remote work arrangement.

In considering the approval of a Remote Work Agreement, the Manager must ensure that all of the following conditions are met:

- The needs of the department, office, or unit and the needs of the University will be met.
- The department, office, or unit has determined that the job responsibilities can be accomplished remotely for all or part of the Employee's regular work week.
- Employees shall provide all necessary means and equipment to perform their job remotely other than a University-issued laptop, mouse, power cord, or other equipment as determined by the University. All University-provided equipment must be picked up by employees in-person. The University will not mail/ship any equipment off-site.
- The essential job responsibilities will not be altered nor the level of service compromised either by the Employee or the department, office, or unit.
- The work to be performed by the Employee is considered official University business.

If the foregoing conditions are met, the Manager must make a good faith effort to consider and approve the remote work request.

### **REMOTE WORK APPROVAL OR DENIAL PROCESS**

Decisions approving or denying a remote work request must be issued by the Manager to the Employee in writing; email is sufficient. Decisions must be made within fourteen (14) business days from receipt of the Remote Work Agreement. The Manager may take additional time for making a decision if the Manager notifies the Employee of the rationale for the delay and provides a reasonable new deadline in writing. The Manager may also request that the Employee provide more information in order to better evaluate the request.

The Manager will forward an approved Remote Work Agreement to the appropriate Vice President, Dean, Provost, or President, and to the Office of Human Resources for record-keeping purposes.

### **APPEALS**

Appeals of denials of an Employee's Remote Work Agreement may be made to the Human Resources Executive Director (Appeals Manager) and must be made within seven (7) business days. The appeals decision must be made in writing within seven (7) business days and issued to the Employee with a copy to the Manager. The appeals decision by the Appeals Manager is final. However, an Employee may submit a new remote work request in six months or in case of starting a new NEIU position, or in the case of the start of a new Manager.



## **DURATION AND CONTINUATION**

The duration and continuation of a Remote Work Agreement are in effect until the end date specified in the Remote Work Agreement, or when a review is requested by either party, or the agreement is revoked with reasonable notice. Remote Work Agreements must be jointly reviewed by Managers and Employees every 60 calendar days throughout the agreed upon period to ensure the effectiveness of the agreement and to allow for any revisions.

## **PROFESSIONAL CONDUCT**

All NEIU employees approved for remote work are expected to comport themselves in a professional manner when representing the University. All applicable state laws and regulations, as well as NEIU policies, apply to NEIU employees working remotely.

## **AMENDMENT AND REVOCATION**

An Employee's Remote Work Agreement is subject to amendment or revocation by the University if it is in the best interest of the business operations of the University. The Manager shall make reasonable efforts to give the Employee advance notice of an amendment or revocation of the arrangement. Such reasonable notice should be no fewer than five (5) calendar days in advance, unless circumstances dictate that such advance notice is impractical.

## **INFORMATION SECURITY**

Employees working offsite are responsible for the security and confidentiality of any information, documents, records, or equipment in their possession. When the offsite work involves remote access of the University's computer network, remote users must abide by the University's security standards relating to remote work. During remote working, all University data must be stored on the University's network (network file drives or Google Drive).

Managers and Employees are responsible for regularly reviewing the following University Technology Services page for the [Information Security requirements](#) pertaining to on campus and remote work. Further, Managers and Employees must complete the University Technology Services Agreement (Appendix B), and must comply with the University's various [Information Technology policies](#).

## **COMMUNICATION AND FLEXIBILITY**

The daily remote work schedule should be agreed upon by the Employee and Manager and then shared with the office, department, or unit faculty and/or staff as needed to facilitate communication. In most cases, Employees working remotely will be available by phone and email for 7.5 hours between the hours of 8:30 a.m.- 5 p.m. Monday through Friday. Managers will determine the frequency and type of communications required for each arrangement. Employees should make a concerted effort to be physically present for meetings and events that are in-person, even if this occurs on a scheduled Remote Work day.

Employees should maintain flexibility to change their schedule when their physical presence in the office is a priority for their office, department, or unit. Managers should not require Employees to appear in-person unless it is necessary, per a case-by-case determination. Employees should liaise with their Managers about their patterns of work and days in the office and will be responsible for keeping their Managers and team members informed of the status of their work. Employees are expected to work with their Managers to accommodate themselves for on-site meetings or training as required by the University.

## **COMPENSATION AND PUBLIC STATUS**

The Employee's compensation, benefits, work status, and work responsibilities will not change due to participation in the remote work program. The amount of time the Employee is expected to work per day or per pay period will not change as a result of participation in the remote work program.

## **ACCESSIBILITY AND COMMUNICATIONS**

As a condition of being approved to work remotely, the Employee agrees to be accessible by telephone, email, and other forms of communications as needed 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 into a Remote Work Agreement must be available for and participate in meetings in accordance with the normal demands of the job. The Manager will ensure that on-site faculty or staff include the Employee who is working remotely in meetings as appropriate. 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 for business purposes.

### **INJURY DURING REMOTE WORK**

Workers' compensation laws may apply if the Employee is injured in the course of performing official duties at the remote work location. The University is not liable, to the extent provided by law, for other property damage or bodily injury that results from participation in a remote work arrangement. Employees should notify their Manager in the case of an injury during remote work in order to determine how to best proceed.

### **EMERGENCY REMOTE OPERATIONS**

(1) If the President issues an emergency directive closing all physical locations (except for essential personnel) and University operations remain open, all offices, departments, and units are expected to continue operating and all employees should work remotely, if possible.

(2) Employees and Managers are expected to communicate and discuss the best way to continue operating under these emergency situations. Topics of discussion among Employees and Managers should include: Do Employees have the necessary equipment to perform their job functions remotely? If the type of work or role of an Employee prevents them from working remotely, the Employee, after receiving guidance from their Manager, should use either benefits time or the emergency closure code on their timesheet. Employees are expected to work remotely unless they can document to their Manager that they lack the necessary equipment to complete their work. Employees may take their University-issued laptops off campus during emergency remote work operations so long as they have signed a UTS agreement.

(3) If there is an emergency at the remote location, such as power, phone, or internet outage or irregularity, the approved remote worker will notify the supervisor immediately. The employee may be reassigned to the on-site location during that time.

(4) In accordance with the State Officials and Employees Ethics Act, Employees must list on their timesheets the accurate amount of time worked.

### **PROPERTY CONTROL**

Employees must comply with the State Property Control Act and the University's Property Control policy. University-owned equipment may only be used remotely with written permission of the Manager and in compliance with the University's Property Control policy. Managers must maintain a list of equipment removed from campus by Employees for remote work to include any equipment with a "Property of Northeastern Tag", regardless if it is numeric or not.

### **EQUIPMENT/SUPPLIES**

The University may, in its discretion, provide equipment for the Employee to perform current duties on or off campus, including while remote working. This may include a laptop or other applicable equipment as deemed necessary. University-owned equipment shall be returned to the University for service. Office and other supplies will be provided by the University, as needed, subject to Manager approval. If there is a malfunction in any University-issued equipment, Employees may be asked to return to work on-site during the repair.

### **WORKSPACE AND SAFEGUARDING OF INFORMATION**

The Employee shall designate a safe workspace within the remote work location to be used while working remotely. All University materials taken home must be kept in the designated work area and not be made accessible to others. Confidentiality of University data, information, and documents must be ensured by each Employee. If making business calls from the remote work location, the Employee's workspace must be private and quiet so as to maintain a professional working environment. All work-product is the exclusive property of the State of Illinois.



## **DEPENDENT CARE, ILLNESS, AND PERSONAL BUSINESS**

Remote work is not intended for dependent care. Dependent care arrangements should be made to permit concentration on University work obligations. Participation in the remote work program is not an opportunity to perform household duties or attend to other personal business.

## **EXCLUDED FROM REMOTE WORK**

The nature of certain jobs will preclude or limit remote work. The types of functions that generally cannot be performed away from the office are:

- Activities that require physical interface with equipment located solely at the University; or
- Responsibilities that require a public presence or personal interface with students, colleagues, donors or others; or
- Activities that require information of such a nature that security can only be assured within the office.

## **RETURN FROM LEAVE STATUS**

Subject to Manager approval, remote work may be used as an opportunity for partial or full return to work, if appropriate, in cases of short-term disability, workers' compensation, and illness. Remote work is not intended to be used in place of leave taken for these reasons. Employees maintain all of their leave rights while working remotely.

## **EMPLOYEES WITH MORE THAN ONE MANAGER**

An Employee who reports to one or more Managers must receive approval from all Managers to be permitted to engage in remote work. If only one Manager denies the Employee's request for remote work, the Employee may appeal to that Manager's supervisor (the Appeals Manager).

## **REIMBURSEMENT**

As part of the employee's remote work agreement, Employee understands that the University shall not reimburse Employee for expenses related to their remote work, including but not limited to, cell phone expenses, internet access, office equipment, furniture, 'wear and tear' on home office equipment, computers, printers, etc.

## **COMPLIANCE**

Employees working remotely are required to comply with all University rules, policies, practices, and procedures, including but not limited to the State Officials and Employees Ethics Act, to the same extent as if they report to their on-campus or other business location. Employees are expected to continue to submit current timesheets or leave reports consistent with our current practice. Under the State Officials and Employees Ethics Act, a workday for full-time employees is 7.5 hours. Violation of such rules, policies, practices, and procedures may result in disciplinary action.

This policy cannot provide for every compliance contingency that may arise and there is no one-size-fits-all approach for University units. Managers and Employees entering into a remote work arrangement based upon this policy are expected to work together to resolve any unique situation(s) that may arise.

## **PROCEDURES**

All employees will follow the procedural directives outlined in the regulations section of this policy.

## **GUIDELINES**

### **Taxes**

Tax and other legal implications for the business use of the Employee's home are based on IRS, state, and local rules and regulations and are subject to complex government restrictions. The Employee understands that it is their responsibility to understand and comply with the tax consequences of remote work.



### **Position Changes or Refills**

If the Employee assumes a different position on campus or the same position within a different department, office, or unit, the current Remote Work Agreement will be terminated. A new Remote Work Agreement may be developed between the new Manager and the Employee.

A position that was previously completed via Remote Work Agreement may not automatically be appropriate for remote work for an Employee that later assumes a different position.

## **AUTHOR REFERENCE**

- [Southern Illinois University Carbondale Remote Work Guidelines](#)
- [Southern Illinois University Edwardsville Alternate Work Policy Schedule](#)
- [University of Illinois Springfield Remote Work Policy](#)

## **HISTORY**

Draft policy created April 2022

## **APPENDIX**

- Appendix A – Remote Work Agreement
- Appendix B - University Technology Services Agreement

## **RELATED POLICIES AND OTHER INFORMATIONAL MATERIAL**

- [Data Security Breach](#)
- [Identity Protection](#)
- [Property Control](#)
- [Strong Password](#)
- [Software Applications Security](#)
- [University Email](#)
- [University Records](#)
- [NEIU Collective Bargaining Agreements](#)

## **CONTACT INFORMATION**

Please direct questions or concerns about this policy to:

<b>Contact</b>	<b>Phone</b>	<b>Email</b>
<i>Executive Director of Human Resources</i>	<i>(773) 442-5216</i>	<i>humanresources@neiu.edu</i>

## **DISCLAIMER**

The University reserves the right to modify or amend sections of this policy at any time at its sole discretion. This policy remains in effect until such time as the Responsible Officer calls for review. Requests for exception to any portion of this policy, but not to the policy statement, must be presented in writing to the Responsible Officer.



**APPENDIX A: Remote Work Agreement**

The following constitutes an Agreement on the terms and conditions of a Remote Work Agreement between the Employee \_\_\_\_\_ and the Manager \_\_\_\_\_, beginning on \_\_\_\_\_ and ending on \_\_\_\_\_ (not to exceed 2 months).

**Compliance**

The Employee and Manager agree to abide by all NEIU rules, procedures, and policies as set forth in Board of Trustees Regulations and the University Policy library. The Employee and Manager further agree to comply with the State Officials and Employees Ethics Act.

**Terms and Conditions**

The Employee is approved to remote work:

- Occasionally upon approval of Manager – no regular remote work schedule
- On a regular remote work schedule

The Employee is scheduled to remote work the following days:

- Monday
- Tuesday
- Wednesday
- Thursday
- Friday

The Employee's core hours on remote work days are as follows: \_\_\_\_\_ to \_\_\_\_\_

Share how you plan to communicate regularly/maintain presence with co-workers, manager, and members of the NEIU community during regular work hours:



**APPENDIX A (con't.)**

**Review**

This Agreement should be jointly reviewed by the Manager and Employee every 60 calendar days.

**Amendment**

This Agreement may be amended at any time by the Manager and/or Northeastern Illinois University. A copy of this Agreement and any addendums or amendments will be provided to the Employee and placed in the Employee's personnel file.

**Signatures**

**EMPLOYEE:** By signing, the Employee states they have read, understood, and agree to the terms and conditions of the NEIU Remote Work Policy and this Remote Work Agreement:

Employee Signature \_\_\_\_\_ Date \_\_\_\_\_

**MANAGER and VICE-PRESIDENT:** By signing this statement, the Manager and Vice-President or Dean agree to work with the Employee to implement remote work as described in the Remote Work Policy and this Remote Work Agreement.

Manager Signature \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_  
Vice President, Dean, Provost or President Signature \_\_\_\_\_ Date \_\_\_\_\_

**For appeals only**

**APPEALS MANAGER:** By signing this statement, the Appeals Manager agrees that the Manager shall work with the Employee to implement remote work as described in the Remote Work Policy and this Remote Work Agreement.

\_\_\_\_\_  
Appeals Manager Signature \_\_\_\_\_ Date \_\_\_\_\_



## APPENDIX B: University Technology Services Agreement

This document outlines the essential IT requirement for remote working. Managers are to determine the type of IT resources and work information needed to support remote work and address any data privacy and security concerns that may arise as a result of working remotely.

All Employees working remotely are required to adhere to the University's IT and Information Security Policies, Procedures, and Standards, and ensure the privacy of all information, communication, and data they have access to while working remotely.

**This form must be submitted along with the Remote Work Agreement Form.**

### 1. Training

- The staff member has completed the Information Security Training Course.

### 2. Acknowledgment of IT Policies, Security Standards and Guidelines

- The Employee has read and understands their responsibility for appropriate use and handling of University devices, information and IT resources and agrees to comply with the [University's IT/Information Security Policies](#), the Information Security Standards, and related guidelines.

### 3. Basic Home Office Requirements

- The Employee has a secure high speed wired/wireless network; and
- The Employee has an office setup for remote work.

### 4. Equipment (Request device using this [form](#)).

University Device:

- Laptop

Personal Device:

The use of an Employee's personal laptop for work is approved. (If an Employee does not currently have a University laptop, line managers should consider if the use of a personal laptop is appropriate for the work carried out remotely.)

- Laptop

### 5. Remote Access

Managers should consider if VPN access is required for remote work. See the [Remote Network Connection Policy](#) for more information. Request VPN from [helpdesk@neu.edu](mailto:helpdesk@neu.edu).

(See VPN software download and installation instructions [here](#)).

### 6. Work Applications

Use of non-standard work applications (e.g. SPSS, SAS, Minitab, Maple, Tableau, etc.). Specify applications here \_\_\_\_\_



**7. Voicemail**

Use Cisco Messaging System to retrieve voice messages at <https://ucp.neiu.edu/inbox> (using your Net ID and password) **or** use the [Webex Phone Service Request Form](#) to use Cisco Webex app to transfer calls to your mobile phone.

**8. Use of Work Documents**

The following documents have been approved for use during remote work. Managers should consider the sensitivity of documents in light of relevant regulations (FERPA, HIPAA, etc.).

- Student                       Employee                       Others (specify):
- 

**University Technology Services Resources**

- [IT Policies](#)
- [University Technology Services | User Services](#)
- [Information Security | Multifactor Authentication | Cybersecurity Tips](#)

**Contact:**

Helpdesk Office Hours: 8:00 AM - 5:00 PM, Monday - Friday

Email: [helpdesk@neiu.edu](mailto:helpdesk@neiu.edu) | Telephone: (773) 442-4357