CONCORDIA UNIVERSITY, INC.

TEMPORARY REMOTE WORK LOCATION POLICY

INTRODUCTION

Concordia University, Inc. ("Concordia University" or the "University") supports TEMPORARY remote work where there is a business need, as determined by the University, for such an arrangement. All employees who work remotely must have an approved, signed TEMPORARY Remote Work Location Agreement (the "Agreement") on file with the Human Resources Department. Employees must comply with this Policy and their Agreement.

Concordia University, Inc. reserves the right to unilaterally interpret, change, modify, suspend, amend, delete, or cancel any provision of this Policy or procedures discussed herein or in the Agreement at any time, without advance notice, in its sole discretion. This Policy is not intended to be a contract of employment, express or implied, or any other type of contract.

DEFINITIONS

TEMPORARY Remote Work: Defined as work and transportation alternatives that substitute home-to-work commuting with the option of working at a home-based office location while meeting the business needs of the University.

Home-based office location: Defined as the space in the employee’s home that is designated and approved by the University as a remote office space to conduct Concordia University, Inc. work.

University-based office location: Defined as the University work space that the employee is assigned to report to and work at when not working at the home-based office location.

GUIDELINES

To ensure an effective, productive Remote Work program, the following guidelines will apply to all Remote Work arrangements.

A. General

1. While working from a home-based office location, the University expects that employees will demonstrate professionalism in terms of job responsibilities, work products and customer or public contact. Employees working from home-based office locations must meet the same high standards that Concordia University, Inc. employees are currently meeting when working from University-based office locations.

2. The employee shall not hold in-person business visits, meetings with customers or regularly scheduled meetings with employees or customers at the home-based office location.

3. The employee’s duties, obligations and responsibilities remain unchanged under the Agreement, unless explicitly directed and approved by the employee’s supervisor, supervising Vice President/Provost, and/or President, and Human Resources. A current and updated position description that delineates the employee’s duties to be performed shall be attached to the Agreement upon submission. [Update job descriptions, as necessary.]
4. In order for the employee to be approved for Remote Work, the employee must be self-motivated, be in a position that has minimal requirements for face-to-face daily supervision and have demonstrated appropriate productivity and use of work time on a consistent basis.

5. Remote Work is not suitable for all employees and/or positions. The Human Resources Department will make the final decision about whether an employee is eligible to work remotely and whether any particular position is suitable for Remote Work. Remote Work will only be approved in the University’s sole discretion and based upon business needs.

6. Remote Work is not, nor should the employee construe Remote Work as, a University benefit. Participation in the University’s Remote Work program is voluntary. No employee has the “right” to work remotely. The University may approve, modify or terminate the employee’s Remote Work arrangements at any time, with or without notice, and will not be held responsible for costs, damages or losses resulting from cessation of Remote Work under this Policy or the Agreement.

7. The employee remains obligated to comply with all of the University’s policies, practices and instructions while working remotely. The employee understands violation of any of the foregoing may result in preclusion from working at home and may result in disciplinary action, including termination of employment.

8. While working remotely, the employee must comply with the applicable notice and certification requirements as outlined in Concordia University, Inc. Employee Handbook and/or Remote Work policies before taking leave and must comply with notice requirements when the employee is unable to perform work due to an "absence."

9. The supervisor and employee will formulate objectives, expected results and evaluation procedures for work completed while the employee is under the agreement. The supervisor and employee will meet at pre-determined intervals to review the employee’s work performance.

10. Remote Work is not a substitute for dependent or family care. Remote Work employees shall not perform personal business or activities during agreed-upon work hours. The University reserves the right to request documentation verifying that third-party dependent/family care is being provided to any dependent child or family member that is present in the employee’s home during scheduled work hours.

11. While working remotely, the employee must be reachable via telephone and/or electronic means, such as e-mail, during agreed-upon work hours. The employee, supervisor and Human Resources will agree on how to handle work-related communications.

12. The employee may be required to come to the University-based office location for face-to-face meetings and training, as directed by the employee’s supervisor. Unless required by applicable law, an employee who is working remotely is not entitled to reimbursement for travel time and/or gas allowance to attend work meetings or training.

13. The Agreement will set forth additional, specific conditions relating to the employee’s Remote Work arrangement. The employee, employee’s supervisor, supervising Vice President/Provost, and/or President, and Human Resources must approve and sign the Agreement prior to commencement of the employee’s Remote Work arrangement. Human Resources will retain a copy of the approved and signed Agreement in the employee’s employment file.

14. The employee agrees to participate in all studies, inquiries, reports, and analyses related to the Remote Work program.
B. Schedule and Recordkeeping

1. A consistent schedule of work hours and days is desirable to ensure regular and predictable contact with University staff and others. The employee’s Agreement will include a specific, required work schedule. Generally, exceptions to the employee’s work schedule will be limited to when the employee’s presence is required for a function or activity that cannot reasonably be rescheduled.

2. The employee is responsible for accurately recording his/her time. Non-exempt employee shall understand the hours recorded must give the hours actually worked on a daily basis to the minute. If the employee makes an error in recording his/her time, the employee is required to report the matter to their supervisor immediately. Failure to report accurate time records is considered falsification of records, which may lead to disciplinary action up to and including termination of employment.

3. A non-exempt employee shall not work overtime without prior supervisory approval. The employee understands that failure to obtain prior approval for overtime work may result in discontinuance of the employee’s Remote Work arrangements and other appropriate disciplinary action deemed appropriate by the University.

C. Home-Based Office Location

1. The employee shall designate a home workspace that is quiet, free of distractions and kept in a clean, professional and safe condition, with adequate lighting and ventilation. [Upon request by the University, the employee may be required to submit photos of the home-based office workspace to the employee’s supervisor and Human Resources for review.]

2. To ensure that safe working conditions exist, the University retains the right to make on-site visits (without advance notice) of the employee’s home-based office location, including home workspace. The University will provide advance notice, when possible.

3. Employees must immediately report to the employee’s supervisor and Human Resources any accidents or injuries and/or property damage sustained during working hours by the employee to the employee’s supervisor and Human Resources.

4. The employee is required to maintain adequate amounts of liability insurance. The employee will be responsible for accidents and injuries and/or property damage to third persons and/or members of the employee’s family while on the employee’s premises.

5. Remote Work employees are advised to contact their insurance agent and tax consultant for information regarding home-based office locations and coverage for equipment that is damaged, destroyed or stolen. It is the employee’s responsibility to determine any income tax implications of maintaining a home office area. The University will not provide tax guidance, nor will the University assume any additional tax liabilities.

6. The University will not be responsible for operating costs, home maintenance, property or liability insurance, or other incidental expenses (utilities, cleaning services, etc.) associated with the use of the employee’s residence and home-based office location within that residence.

7. The employee will not conduct business meetings with other individuals in the home-based office location and will schedule any necessary meetings in the nearest local University office or location.
D. **Intellectual Property**

Products, records, documents, inventions and other intellectual creations made while on a remote location are the property of the University. The employee is expected to comply with the University’s policies regarding intellectual property regardless of the work location or whether work was performed on equipment owned by the University or the employee.

E. **Supplies, Equipment and Software Usage**

The employee working from a remote location will follow all procedures outlined in the University’s Technology and Remote Access policies. In addition, the employee working from a remote location must ensure the following:

- The protection of organization data on disk, hardcopy, or on portable devices from theft, loss, or unauthorized access during transit and at the Remote work location.
- That approved firewalls and anti-virus software are on all CU remote work location computers and are updated daily with current definitions.
- The computer that the employee uses is a single-user computer on which no other person has login credentials and must be password protected.
- That flash drives or other portable drives are scanned for viruses before used for uploading or downloading data.
- Sensitive information in hardcopy form is returned to the central work place or shredded.
- All work is backed-up according to the university procedures, consult the IT department.
- The university network is not accessed from the remote work location unless with advance approval and for approved purposes.
- The employee agrees to follow the University’s guidelines pertaining to the handling of public records.

The University will provide the necessary equipment needed for working at the approved home-based office location. Personal IT equipment may not be used for work performed at the home-based office location. All of the items and materials provided by the University remain the property of the University. The employee must immediately return to the University upon request or termination of agreement all University items and materials.

In the event of equipment malfunctions, the employee agrees to notify Information Technology and his/her supervisor immediately. The employee understands that if a malfunction precludes him/her from working from their home-based office location, then the University may ask that the employee report to the University-based office location or that assign the employee other work.