

Section: 300 – Human Resources	Subject: Employment Environment
Policy: Remote Work	Approved: August 17, 2021
Policy #: CCS 383.01	Date of Last Amendment:
Approved: Susan Huard, Interim Chancellor	Effective Date: August 18, 2021

1. Policy Statement

Remote Work is an arrangement under which employees perform their assigned duties and other authorized activities from an approved site other than the assigned Community College System of New Hampshire (CCSNH) institution for a pre-approved length of time on a consistent or occasional basis. The CCSNH has adopted a Remote Work Policy to enable staff employees in certain positions to work from an alternate workspace on a full or part-time basis. The Remote Work Program is discretionary and does not create an employee right or entitlement, except for employees with disabilities for whom Remote Work is determined as a reasonable accommodation.

2. Scope of Program

CCSNH is committed to having employees physically present to provide direct services, interact with and coordinate work activities with colleagues, and maintain operations. While working remotely, employees are expected to follow their assigned work schedule and ensure assigned duties are completed. A remote work arrangement may be initiated by an employee’s request or by a CCSNH institution as a condition of employment or as required for the continuity of operations, programs, and services.

3. Eligibility

3.1 This policy applies to CCSNH full-time and part-time employees assigned to a staff position. A staff employee interested in remote work must meet the following eligibility criteria:

- Possesses a thorough knowledge and understanding of their assigned job duties and responsibilities;
- Job performance is currently in good standing (i.e., “successfully achieving expectations” or “consistently exceeding expectations”); and
- Remote workspace meets standards set forth for safety and adequately supports the employee’s work duties/responsibilities and information technology requirements.

3.2. At management’s discretion, newly appointed staff employees may be assigned to work remotely on a full-time or part-time basis.

3.3 All remote work arrangements must be approved by the employee’s supervisor, department head (if not supervisor), president’s/chancellor designee, human resources, college president or chancellor, or their designee.

4. Responsibilities and Expectations

4.1 Professionalism in terms of job responsibilities and workplace relations, and productivity shall continue to follow the high standards set for all personnel at CCSNH.

4.2 An employee's salary, job responsibilities, number of hours worked, and benefits remain unchanged if transitioned to a remote work arrangement.

4.3 All CCSNH policies, including those related to ethics/conduct, data security, timekeeping, and safety, will continue to apply when an employee is working at an alternate workspace.

4.4 Any modifications to the employee's work schedule, including leave usage, must be reviewed and approved by the supervisor in advance. In addition, if an employee is eligible for overtime, an employee's supervisor must approve such hours in advance.

4.5 An employee, who is assigned/scheduled to work remotely or offsite during the period of designated closure for their CCSNH institution, is not impacted by the institutional closure and is required to work their scheduled work hours. If the employee is unable to perform their assigned work hours, they must contact their supervisor to adjust their work schedule to make up for the missed work time or to request the use of accrued leave.

4.6 The employee must be available through phone or electronic devices during their scheduled work hours.

4.7 As designated by an employee's supervisor or department head, there will be meetings and other responsibilities that require the employee's presence on-site.

4.8 The employee is not allowed to hold meetings (other than virtual meetings) at the alternate worksite or invite coworkers to the alternate work site during working hours.

4.9 Working remotely is not a substitute for child/dependent care. The employee must ensure that suitable childcare and dependent care arrangements are in place during working hours.

5. Remote Workspace Requirements

5.1 The employee shall designate a safe, quiet, ergonomically sensible workspace, free from hazards or obstructions, and well-lit. The employee shall maintain this workspace so that it continues to be free from hazards and other dangers to the employee and equipment. To be eligible for a remote work arrangement, the employee must complete the CCSNH Remote Workspace Assessment and Certification Form and submit the completed form to their Human Resources Office.

5.2 At management's discretion, an on-site inspection of the employee's remote workspace may be conducted before the Remote Work arrangement is granted.

5.3 Each CCSNH institution may require subsequent workspace assessments to be completed by the employee and may make visits to the employee's remote workspace at a mutually agreed upon time for purposes of determining that the remote work site is safe and free from hazards and to maintain, repair, inspect, or retrieve CCSNH-owned equipment, software, data, supplies, or property. In the event that the employee reports a work-related injury or accident occurring at their remote workspace, CCSNH shall have the right to immediately schedule an inspection of the workspace at CCSNH's convenience.

5.4 The employee agrees that CCSNH will not be responsible for operating costs, home maintenance, or any other incidental costs (e.g., utilities, insurance, internet connection) associated with the use of the employee's residence or other remote workspace or for the expenses incurred by the employee in making an alternate workspace suitable for working remotely.

5.5 Workspace repairs or alterations necessary to meet minimum safety requirements are the employee's sole responsibility.

5.6 The employee agrees to maintain a policy of homeowners or renters' insurance covering liability and damage to CCSNH property resulting from circumstances outside of the employee's control.

5.7 All CCSNH materials and documents shall be kept in the designated alternate workspace and shall only be accessed by the employee. The employee must take adequate measures to safeguard confidential or other sensitive information.

6. Equipment, Supplies, and IT Support

6.1 Each CCSNH institution will provide the necessary equipment for the employee to work remotely, which may include computer hardware, computer software, email, Voice Over Internet Protocol (VOIP), voicemail, connectivity to host applications, and other applicable equipment as deemed necessary. CCSNH does not permit the use of home computers (PCs/Laptops) for performing remote work.

6.2 The use of CCSNH owned equipment, software, data supplies, and furniture at the employee's remote work location is limited to authorized persons and for the purposes relating to CCSNH business. The CCSNH equipment shall not be used for personal purposes.

6.3 The employee shall utilize their institution's IT Helpdesk to resolve technology issues and problems associated with networks and operating systems. In addition, the employee shall work with their IT Department to ensure that technology upgrades are implemented in accordance with their institution's requirements.

6.4 Any hardware or software purchased by CCSNH remains the property of the CCSNH and will be returned upon request or if the remote work agreement is terminated. Work products developed and any data created by or transferred to the employee while working remotely remains the property of the CCSNH and shall be provided to the employee's CCSNH institution, as directed.

6.5 Software owned or licensed by CCSNH may not be duplicated, and the employee must adhere to the manufacturers' and employer's licensing agreements. No software is to be installed on a CCSNH-owned device without first contacting the IT Department of the employee's CCSNH institution. Under no circumstance shall the employee remove any protective measures installed by CCSNH on a CCSNH-owned device.

6.6 All electronic data shall be accessed, handled, and stored in accordance with CCSNH, institutional, and departmental policies and procedures. All data shall be saved to an appropriate CCSNH network drive or server and not on the hard drive of the computer at the remote workspace.

6.7 Office supplies will be provided by the CCSNH institution and may be obtained from the employee's supervisor. Out-of-pocket expenses for other supplies will not be reimbursed unless by prior approval of the employee's supervisor.

7. Liability

7.1 Should the employee be involved in an accident or injured while performing their assigned job duties at their approved remote work site, and the employee must notify their Human Resources Office immediately to report any such accident or injury. The employee is responsible for completing any required forms for a work-related accident.

7.2 CCSNH is not liable for loss, destruction, or injury that may occur in or to the employee's home. This includes family members, visitors, or others that may become injured within or around the employee's home.

8. Income Tax

8.1 It is the employee's responsibility to determine any income tax implications of maintaining an alternate worksite. The CCSNH will not provide tax guidance, nor will the CCSNH assume any additional tax liabilities. Employees are encouraged to consult with a qualified tax professional to discuss income tax implications.

9. Evaluation of Remote Work Program

9.1 The employee shall agree to participate in all studies, inquiries, reports, and analyses relating to this program. The employee remains obligated to comply with all CCSNH rules, practices, and instructions.

10. Introductory Period

10.1 When an employee transitions to a remote work arrangement, there will be a 30-day introductory period for both the employee and CCSNH to decide if the arrangement should continue. The introductory period may be extended for an additional 30 days as may be needed to complete a thorough assessment of the remote working arrangement.

10.2 During this introductory period, CCSNH, at its sole discretion, may require the employee to return to an office-based work situation without prior notice. The remote working arrangement will continue only by mutual consent by both the employee and the CCSNH institution.

11. Discontinuation of Remote Working Arrangement

11.1 The CCSNH institution may, at its sole discretion, determine that an employee who has been in a remote work arrangement should return to an on-site work situation. The CCSNH institution shall provide written notice of the return to on-site work and the reason(s) thereof to the affected employee at least fourteen (14) calendar days before the effective date of the return to on-site work.

11.2 An employee may request to terminate the remote working arrangement by submitting a written request to their Human Resources Office. In such circumstances, the return to on-site work will take into consideration the available workspace, and the operational needs of the CCSNH institution as well as the employee's request will be taken into consideration. Where feasible, the employee will be transitioned to on-site work on either a full-time or part-time basis.

11.3 If an employee returns to the worksite or leaves CCSNH, the employee must return all office equipment and property belonging to the CCSNH in the condition in which it was received, except for normal wear and tear. The employee is responsible for returning all CCSNH property in their possession no later than twenty-four (24) hours from their last day of work.