

## VIRTUA

<b><u>MANUAL TITLE</u></b> HUMAN RESOURCES		<b><u>POLICY NAME</u></b> REMOTE WORK		
<b><u>MANUAL OWNER</u></b> HIRING & EMPLOYMENT	<b><u>DATE OF ISSUE</u></b> MAY 1, 2021	<b><u>DATE OF LAST REVIEW</u></b>	<b><u>DATE OF REVISION</u></b>	<b><u>EFFECTIVE DATE</u></b> MAY 1, 2021
<b><u>REVIEW INTERVAL</u></b> 36 MONTHS	<b><u>REVIEWED / APPROVED BY: (Committees)</u></b> HUMAN RESOURCES			
<b><u>THIS POLICY IS APPLICABLE TO:</u></b> Virtua Health, Inc. Virtua - Memorial Hospital Burlington County, IncInc. Virtua - West Jersey Health System, Inc. Virtua Memorial Burlington - Psych Virtua Health and Rehabilitation at Mt. Holly Virtua Health and Rehabilitation Center at Berlin Virtua Home Care – Community Nursing Services Virtua Home Care at West Jersey Virtua Health Foundation, IncInc. Virtua Medical Group Virtua Our Lady of Lourdes Hospital, Inc. (as of 7/1/19) Virtua Willingboro Hospital, Inc. (as of 7/1/19) Health Management Services Organization, Inc. (as of 7/1/19) Lourdes Medical Associates, PA (as of 7/1/19) Lourdes Cardiology Services, P.C. (as of 7/1/19)				

### **POLICY:**

Remote work is a formal work arrangement which allows employees to perform their usual job duties in a designated area outside the office (generally in the home) for some or all of the workweek. Virtua considers remote work to be a viable, flexible work option when both the employee and the job are suited to such an arrangement.

Leadership or their designees have the authority to establish remote work arrangements, and are encouraged to give serious consideration to all reasonable requests. To the extent possible, remote work arrangements should be mutually agreed upon between employee and leadership. Remote work or in-office work may be required and be a condition of employment depending on business/operational needs.

Remote work arrangements may be fully remote or partially remote (i.e., a hybrid schedule of remote and in-office days). All employees who work remotely, whether fully or partially, must have an approved remote work agreement.

### **SCOPE:**

This policy applies to all Virtua employees who work remotely regardless of the length of time spent working remotely.

### **PROCEDURE:**

1. A remote work arrangement may be offered to employees in select positions where it meets business needs and is mutually agreeable to both the organization and employee. Remote work arrangements may be mandatory for certain

positions, on either a temporary or permanent basis. Remote work arrangements may not be appropriate for all departments, positions or employees.

2. Before an employee is permitted to remotely work, the employee is required to enter into a remote work agreement. The remote work agreement is a written agreement between the employee and Virtua requiring the employee to adhere to all applicable guidelines and policies. The remote work agreement is subject to change, and may be terminated by Virtua at any time, for any reason.
3. Either an employee or leader may initiate the remote work request as a possible work arrangement. The leader, in consultation with their Human Resources representative, will evaluate the suitability of such an arrangement. Factors to consider may include but are not limited to the following:
  - Nature of the work
  - Position requirements
  - Department/unit specific metrics/productivity standards
  - Employee's ability to work independently and take initiative
  - Adequacy of on-site staffing needs
4. Once the leader and employee discuss the terms of the remote work arrangement, an electronic remote work agreement will be generated through Virtua Works and must be acknowledged and electronically signed by both the employee and the leader. (See Remote Work Agreement QRG in Virtua Works).
5. Employees who are working remotely as of the effective date of this policy will be required to sign the electronic remote work agreement through Virtua Works. This includes employees who have previously signed an earlier version of a remote work agreement (either temporary or permanent) at Virtua.
6. Leaders are required to document in Virtua Works that the employee is working remotely (see Documenting Remote Work QRG in Virtua Works).
7. Remote work does not change the duties, obligations, responsibilities, productivity and quality requirements, or any other terms and conditions of employment.
8. Employees working remotely may or may not have an assigned, dedicated workspace at a Virtua location. If an employee does not have a dedicated workspace at a Virtua location, shared space/equipment on site will be available as needed.
9. Remote work is not intended to serve as a substitute for child care, adult care or other personal needs for which the employee is responsible. Children or adults in

need of care should not be in the employee's remote work location during the employee's work hours, unless a separate individual is present to provide the necessary care. (*\*Exceptions may be made during a declared pandemic/state of emergency*).

10. Employees must comply with all Virtua policies and procedures at all times while working from a remote work location. Employees are required to continue to protect the privacy and security of Virtua patients, employees, and other confidential information in accordance with Virtua's policies, including but not limited to the *Safeguarding Protected Health Information and Other Confidential Data* and *Computing Device Home Use* policies.
11. Temporary remote work arrangements may be approved for circumstances such as disasters, inclement weather, special projects or business travel. These arrangements are approved on an as-needed basis only, with no expectation of ongoing continuance. Temporary remote work arrangements that are expected to last more than two weeks require a signed remote work agreement.

#### **TERMINATING A REMOTE WORK AGREEMENT**

1. Leadership reserves the right to suspend, cancel, or amend any remote work agreement at any time.
2. A employee's failure to adhere to the terms of the remote work agreement may result in discipline up to and including termination of employment.
3. If the leader determines that an employee's remote work arrangement is no longer suitable, the leader will discuss the situation with the employee. If modifications cannot be made that are agreeable to Virtua, the remote work arrangement may be revoked and the employee will be expected to resume onsite duties.
4. While leaders should strive to give advance notice prior to implementing a change to a remote work arrangement, circumstances may make advance notice unfeasible. A lack of notice about a change shall not prohibit such change from being implemented by Virtua.
5. When the employee returns, the leader must update Virtua Works accordingly.

#### **PANDEMIC/DISASTER CONSIDERATIONS**

1. During a pandemic or in the event of a disaster or other emergency, employees may be asked to work remotely in limited situations where it is deemed appropriate by their leader, Virtua Administration, or Human Resources. Temporary remote work arrangements that are expected to last more than two weeks require a signed remote work agreement through Virtua Works.

2. Leaders must document in Virtua Works that the employee is working remotely. When the employees returns, leaders must update Virtua Works accordingly so Virtua has an accurate list of who is working remotely at all times.
3. Following the initial disaster/emergency or pandemic period, an employee wishing to continue working remotely must discuss arrangements with their leader and their request will be evaluated according to the standard provisions outlined in this policy.
4. All other remote work policy guidelines apply in pandemic/disaster situations.

### **SAFETY**

1. An employee remotely working will be responsible for evaluating and providing adequate space for all necessary equipment in the remote work location to ensure an ergonomically acceptable work environment.
2. Worker's Compensation insurance benefits may apply for job-related illness and injuries during the approved work schedule and occurring in the specified employee's remote work location. All injuries must be reported to the employee's department manager and/or supervisor as soon as they occur, and an Employee Event form should be completed (as directed in the Occurrence Reporting section of the VINE).
3. Virtua Health is not liable for any injuries to family members, visitors and others in the specified remote work area or in the employee's home. Employees should consider carrying insurance that covers third party injuries arising out of or relating to the use of the remote work area under Virtua Health's remote work guidelines and should consult their personal insurance carriers for advice.
4. Virtua prohibits in-person business meetings from taking place in an employee's residence. Any exceptions must be approved in writing by Human Resources.
5. In order to ensure a safe work environment and/or ensure the terms of the remote work agreement, Virtua reserves the right to inspect the remote work area during normal business hours at an agreed-upon time with at least 24 hours' notice to the employee; request photographs of the remote workarea; and/or complete an ergonomics analysis of the remote work area.

**TAXES**

1. Employees working remotely are responsible for verifying that their home (primary) address is accurately reflected in Virtua Works. This will ensure the employee’s home address is accurately reflected in Virtua’s payroll system.
  - a. Taxes and payroll deductions may be different depending on the state, county, and/or city where remote work is performed.
  - b. Employees should familiarize themselves with the residency requirements and tax laws of any remote work location that is outside of the State of New Jersey. Guidelines for determining residency status in a state may be found on their state tax authority website. Employees should refer questions to their personal tax advisors.
  
2. If employees will be working remotely in a location other than their primary residence, the employee must obtain prior written approval from their leader, and must notify the Director of Payroll (via email to [payroll@virtua.org](mailto:payroll@virtua.org)) prior to performing any services for Virtua outside of their current primary residence (except in the case of temporary travel of 14 days or less).
  
3. If an employee working remotely moves his/her primary residence, the employee must notify their leader and the Director of Payroll (via email to [payroll@virtua.org](mailto:payroll@virtua.org)) and must update the new primary residence address in Virtua Works.
  
4. Employees working remotely are solely responsible for the tax and legal implications of the use of their alternate work location for business purposes and may owe taxes to states beyond those that are withheld by Virtua. Employees should refer questions to their personal tax advisors.
  
5. Virtua Health is not responsible for any inaccuracies associated with personal tax return submissions.

<b><u>INDEX NO.</u></b> EMP-02-21	<b><u>RELATED POLICIES</u></b> Safeguarding Protected Health Information and Other Confidential Data Computing Device Home Use
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