

Section 13 System Remote Work Policy

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Replaces:

13.1 Introduction

Southern Illinois University (SIU) campuses must always be appropriately staffed to effectively implement the System's stated mission. In recognition of the wide range of professional responsibilities and duties required of University employees, there may be circumstances in which flexible work arrangements, such as working remotely, may be beneficial and appropriate. Therefore, it is the goal of the SIU System to maintain efficient and effective work environments that provide flexibility and meet the needs of attracting and retaining a diverse and talented workforce, while continuing to provide a high level of service to our students, patients, and other constituents. When appropriate, remote work arrangements may further these goals.

13.2 Remote Work Agreement Purpose

A remote work agreement allows an employee to work from home, or other approved remote location, for all or a part of their regular workweek. Such an agreement is generally a voluntary work alternative that may be appropriate for some employees and some jobs, and may be required by the university in the event that on-campus work by university employees is not appropriate or possible. A remote work agreement is not guaranteed, and it does not change the terms and conditions of employment with SIU. Approval to work remotely may be modified and/or reversed by the University at any time.

13.3 Accommodation of Disabilities and Family Medical Leave Act Requests

This Policy is not meant to govern employee requests to work remotely as an accommodation of a disability, pursuant to the Americans with Disabilities Act. Employees should follow the relevant campus process and procedures for seeking such an accommodation. Similarly, this Policy is not intended to address any requests for Family Medical Leave or other similar leave requests. All such requests should be made through the normal campus procedures.

13.4 Childcare, Adult Care, and Personal Obligations

Remote work is not designed to be a replacement for childcare or adult care needs, or other personal obligations, time off requests, and activities. Rather, the focus of a remote work arrangement must remain on the performance of the employee's job duties, and serving the needs of our students, patients, colleagues, and community. It is the expectation that the performance of an employee's job duties will not be disrupted due to their participation in childcare, adult care, or other personal activities. Interference with the employee's ability to perform the outlined duties and expectations of the position may result in a termination of the remote work agreement. Employees considering remote work arrangements are encouraged to discuss expectations of remote work with family members prior to entering a trial period.

13.5 Eligibility for Remote Work

In some cases, the University may determine that a position or job classification may be well suited to work offsite. In all other situations, the following criteria should be used to determine whether a remote work agreement meets the interests of the University and the employee:

- Job Responsibilities - the appropriate parties will discuss job responsibilities and determine if the job is appropriate for a remote work agreement.
- Equipment needs, workspace design considerations, and scheduling issues.
- Impact remote work may have on the overall operations of the department and the university, and interactions required with colleagues, students, patients, or other community members.
- Ability of the University to thoroughly assess and evaluate employee remote work performance, inclusive of deliverables and measurable productivity.
- Confidentiality and physical security of institutional documents, information, and SIU property.
- Employee Characteristics - the University will assess the job-skills, needs, and work habits of the employee, in the context of characteristics customarily recognized as appropriate for successful telecommuters. Successful remote work characteristics include, but are not limited to, the ability to work independently, appropriate time management skills, self-motivation, and a results-focused orientation.

13.6 Terms and Conditions of Remote Work Agreements

Remote work agreements may be made for a set period, subject to renewal at the end of the agreed upon time, or may be for an indefinite time period.

The supervisor/director/dean, in consultation with the employee, shall establish the maximum number of days the employee will work remotely each week, the work schedule the employee will customarily maintain, and the manner and frequency of communication. As a condition of being approved to work remotely, the employee agrees to be fully engaged and accessible by telephone or other electronic medium during the agreed upon work schedule. Remote work may also be discontinued, with proper notice, at any time, by the supervisor or the employee if either determines that the arrangement is not working.

Employees entering into a remote work agreement must be available for and participate in meetings and all other business in accordance with the normal demands of the job. The supervisor/director/dean will ensure that on-site staff include the employee who is working remotely in meetings as appropriate, using teleconference or other electronic means. 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.

Employees working remotely are required to comply with all University rules, policies, and procedures, as well as any relevant statutory requirements including the State Officials and Employees Ethics Act, and other State and Federal laws, to the same extent as if they report to their on-campus or other business location. Violation of any such rules, policies, and procedures may

result in immediate termination of the arrangement and possible disciplinary action.

Time reporting requirements must be followed by employees working remotely, as they would if the employee were working on campus. Accrual of leave benefits and requests for sick leave and vacation usage will follow the same policies and procedures as those used at the on-site work location. Remote work is not a substitute for the utilization of benefit time.

An employee working under an approved remote work agreement may also be intermittently assigned full-time to his/her on-site office location as deemed necessary and appropriate by the University for business purposes.

13.7 Equipment and Supplies

While developing a remote work agreement, equipment / resource needs must be carefully assessed. In consultation with the employee and other appropriate university personnel, the supervisor/dean/director will determine the equipment and communication services needs of each remote work assignment on a case-by-case basis (including hardware, software, modems, phone and data lines, facsimile equipment, photocopiers, etc.), and will make a determination regarding feasibility of providing such equipment / services. Equipment supplied by the University will be maintained by the University. Equipment supplied by the employee will be maintained by the employee. The University accepts no responsibility for damage or repairs to employee-owned equipment. The use and availability of University equipment may be part of the consideration for approving a remote work agreement.

Equipment supplied by the University as part of a remote work agreement is to be used for business purposes only. 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 returned to the University immediately.

The University will supply the employee with appropriate office supplies (pens, paper, etc.) for successful completion of job responsibilities. The University will also reimburse the employee for all other pre-approved business-related expenses such as shipping costs, printer toner, etc. that are reasonably incurred in accordance with job responsibilities

13.8 Work Environment

Employees approved for remote-work must ensure that they have appropriate physical space, virtual background, and other arrangements (e.g., dependent care) so that they are able to dedicate their full attention to job responsibilities, and be able to complete them in the agreed upon timeframe.

The employee must establish an appropriate work environment at the remote work location. 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, or the cost of utilities or internet service that can support normal business operations. Employees are responsible for setting up a workstation designed for safety, comfort, and health.

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 home office. Steps include, but are not limited to, use of locked file cabinets, regular password maintenance, 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 work space shall be the responsibility of the employee.

13.9 Workers' Compensation

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 for other property damage or bodily injury that results from participation in a remote work agreement.

If a remote work employee sustains injuries while at their home-based work location and in conjunction with their regular work duties, the employee is responsible for notifying the employer of such injuries in accordance with applicable University workers' compensation procedures. The employee is liable for any injuries sustained by visitors to their remote work site.

13.10 Safety

The remote work employee will designate a certain part of the remote work location as the area where work is to be performed. Based on descriptions of the work area, and possible remote-site inspections, a determination should be made by the supervisor that the site is adequate, both in terms of utility and safety for performance of assigned work. The remote work employee, in initial discussions with the supervisor/director/dean, should be made aware that:

1. The University may deny an employee the opportunity to participate or may rescind a remote work agreement based on safety problems or lack of compliance with safety requirements at the remote work location; and
2. During the specified time periods of work, with appropriate notice, the University may make on-site visits to the off-site workplace to determine if the work site is safe and free from hazards, and to maintain, inspect, or retrieve University owned equipment, software, and supplies.

13.11 Liability

The University will not be liable for damages to an employee's personal or real property during the course of performing his/her assigned duties and responsibilities in a remote work agreement.

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.

13.12 Implementing Procedures

The Southern Illinois University System President, the Chancellor of Southern Illinois University Carbondale, the Chancellor of Southern Illinois University Edwardsville, and the Dean and Provost of the Southern Illinois University School of Medicine are hereby authorized to promulgate and/or amend policies, procedures, and/or protocols, for their respective campus or locations, to implement this Remote Work Policy.



Daniel F. Mahony
President

5/24/2021

Date