System Offices Remote Work Guidelines

The University of Illinois System Offices considers remote work to be a viable alternative work arrangement in cases where individual, job and supervisor characteristics are suited to such an arrangement. Remote work allows an employee to work at home, or other approved remote location, for all or a part of their regular workweek. Remote work is a voluntary work alternative that may be appropriate for some employees and some jobs. It is not an entitlement; it is not a system-wide benefit; and it does not change the terms and conditions of employment with the University of Illinois System.

Remote work can be informal, such as working from home for a short-term project or on the road during business travel, or a formal arrangement as described below. Informal, short-term arrangements may also be made for employees on family or medical leave to the extent practical for the employee and the organization. Such informal arrangements are not the focus of these guidelines.

The Decision to Work Remotely

1. The decision to offer a remote work arrangement is dependent upon the judgment and discretion of the managing supervisor. Either an employee or a managing supervisor can suggest remote work as a possible work arrangement. Before entering into any remote work arrangement, the employee and manager will evaluate the suitability of such an arrangement paying particular attention to the following areas:

   - Employee Suitability - the employee and manager will assess the needs and work habits of the employee, compared to traits customarily recognized as appropriate for successful remote employees. Successful remote working traits include the ability to work independently, organization and time management skills, self motivation, and a results orientation.
   - Job Responsibilities - the employee and manager will discuss job responsibilities and determine if the job is appropriate for a remote work arrangement.
   - Equipment needs, work space design considerations, and scheduling issues

2. Individuals requesting formal remote work arrangements, or being considered for such arrangements, must have been employed with the University of Illinois System Offices for a minimum of three months of continuous, regular employment. In special circumstances, the three month waiting period can be waived by the hiring supervisor.

3. If the employee and manager agree to a remote work arrangement, a remote work agreement must be approved by all parties before the arrangement can begin.

Terms and Conditions of Remote Work Arrangements

4. All remote work arrangements will be made for a set period of time as determined by the managing supervisor, subject to renewal at the end of the agreed upon time period. For initial agreements with new remote work employees, it is recommended that the initial time period be set to a period of 90 to 180 days in which time the benefits of remote work to both the employee and employer can be assessed prior to entering into a longer-term agreement.

5. The employee and manager will agree on the number of days of remote work allowed each week, the work schedule the employee will customarily maintain, and the manner and frequency of communication. The employee agrees to be accessible by phone, text, email, electronic conferencing/messaging, or other electronic medium during the agreed upon work schedule.

6. Communications between the employee and supervisor will be more formal during the early stages of the remote work arrangement. After ascertaining that the arrangement is meeting intended objectives, the manager and employee will communicate at a level consistent with employees working at the office or in a manner and frequency that is appropriate for the job and the individuals involved.
7. Employees entering into remote work arrangements must be available for and participate in meetings in accordance with the normal demands of the job. The supervisor will ensure that on-site staff include the employee in meetings as appropriate, using virtual conference or other electronic means. If necessitated for business purposes, remote employees may be asked to report to the University workplace to attend meetings.

8. Remote employees remain obligated to comply with all University rules, policies, practices and procedures. Violation of such rules, practices and procedures may result in immediate termination of the arrangement and possible disciplinary action.

9. 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.

10. The availability of working remotely is a flexible work arrangement for employees of the University of Illinois System that can be discontinued at any time at the discretion of the employer. Every effort will be made to provide ten working days notice of such a change to accommodate commuting and other problems that may arise from such a change. However, the employer reserves the right to terminate the arrangement without notice if circumstances require such action. An employee can also be temporarily assigned full-time to his/her on-site office location, if necessitated by business purposes.

11. Employees entering into a remote work agreement may be required to use shared workstations and/or office accommodations when working on-site.

12. Prior to renewal of any remote work arrangement, the employee and manager will each complete an evaluation of the arrangement and make recommendations for continuance. Renewal and/or modifications of the arrangement are subject to the judgment and discretion of the supervisor.

Performance Evaluation

13. Evaluation of a remote employee's performance will be consistent with that received by employees working on-site at the office in both content and frequency but will focus on work output and completion of objectives rather than attendance-based performance. Evaluation methods will include frequent interaction by phone and/or e-mail between the employee and the manager, and regular face-to-face meetings to assess work progress and discuss problem areas. Expected outputs will be documented at regular intervals to ensure that they are mutually understood by the employee and his or her supervisor.

Equipment and Supplies

14. The managing supervisor will determine, with information supplied by the employee and others involved, the appropriate equipment and communication services needs (including hardware, keyboards, monitors, headsets, web cameras, etc.) for each remote work arrangement on a case-by-case basis. Equipment supplied by the organization will be maintained by the organization. Equipment supplied by the employee will be maintained by the employee. The University accepts no responsibility for damage or repairs to employee-owned equipment. Equipment supplied by the organization is to be used for business purposes only. The employee agrees to take due care to protect the items from damage or theft. Upon termination of employment or of the remote work arrangement, all University property will be returned to the University.
15. The University will supply the employee with appropriate office supplies (pens, paper, etc.) for successful completion of job responsibilities. The organization will also reimburse the employee for all other business-related expenses such as phone calls, shipping costs, etc. that are reasonably incurred in accordance with job responsibilities.

16. I accept responsibility for reasonable care and security of all University property that is in my custody off campus in pursuit of my official duties. Liability assessment, if any, will be based on 12.2.7 Assess an Employee for Missing or Damaged Equipment.

**Work Environment**

17. Remote work is not designed as an alternative for satisfying an employee’s dependent care responsibilities. Prospective remote workers are expected to discuss expectations of remote work with family members prior to entering into an agreement, and to establish dependent care arrangements that will not interfere with work completion.

18. In the event the remote work arrangement involves use of the employee’s home, the employee will establish an appropriate work environment within their home for work purposes. The University will not be responsible for costs associated with initial setup of the employee's home office such as remodeling or lighting, or the cost of utilities. Employees will be offered appropriate assistance in setting up a workstation designed for safe, comfortable work. The University reserves the right to inspect the employee’s home work site for conformance with minimal work place requirements including possible work hazards and to suggest modifications.

19. Injuries sustained by the employee while at their home-based work location and in conjunction with their regular work duties are normally covered by the University’s workers' compensation policy. Remote employees are responsible for notifying the employer of such injuries in accordance with organization’s worker's compensation procedures. The employee is liable for any injuries sustained by visitors to their work site.

20. Consistent with the organization’s expectations of information asset security for employees working at the office full-time, remote 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, desks, regular password maintenance, and any other steps appropriate for the job and the environment.

21. Individual tax implications related to the home-based work space shall be the responsibility of the remote employee.

**Restrictions**

22. Remote employees who are not exempt from the overtime requirements of the Fair Labor Standards Act will be required to record all hours worked in a manner designated by the organization. Hours worked in excess of those specified per day and per workweek, in accordance with state and federal requirements will require the advance approval of the supervisor. Failure to comply with this requirement can result in the cessation of the remote work agreement.

23. These remote working guidelines should not be applied to University employees represented by collective bargaining units without prior discussion with System Human Resource Services and union representatives. In the event that a remote work arrangement is being considered for a union represented employee, contact System Human Resource Services for advice on appropriate action.
WORKERS’ COMPENSATION

The University will provide benefits in accordance with the Illinois Workers’ Compensation Act and the Illinois Occupational Disease Act.

Supervisors shall have the responsibility to inform all employees, including those who may participate in remote work arrangements, of their rights and responsibilities under coverage of the Illinois Workers’ Compensation Act and the Illinois Occupational Disease Act. Such information shall include providing employees with specific instructions about what to do in case of an on the job accident or injury. The employee shall be informed of the requirement for prompt notification of accident or injury to the supervisor and of designated medical facilities where treatment is provided.

Upon notification of an on the job injury, the supervisors shall immediately inform all employees, including those who may participate in remote work, of their right to file an University of Illinois Employee’s Injury Report. Similarly, the employee should be instructed to contact the Office of Claims Management and Workers’ Compensation for specific instructions about what to do in case of an on the job accident or injury and of any designated medical facilities where treatment is provided.

The injury on the job of a remote employee is treated the same as an on the job injury to any other employee while in the course and scope of employment. If the employee is working at home or another approved off-site location, the term “course and scope of employment” is limited to the hours and location described in the remote work agreement. The employees’ home work location is an extension of his/her office or primary work site. Injuries occurring in the off-site location during agreed upon work hours are covered under workers’ compensation, just as an injury would be if it occurred at the on-site work location.

An injury involving a remote employee is treated the same as an on the job injury to any other employee, while in the course and scope of employment. For employees working at home or at another approved off-site location, the term “course and scope of employment” is limited to the hours and location described in the remote work agreement. The employee’s home work location is considered an extension of his/her office or primary work site. Injuries occurring at an off-site location during agreed upon work hours may be covered under workers’ compensation, just as an injury would be if it occurred at the on-site work location.
In the event of an injury, the remote employee must:

1. Immediately contact his/her supervisor to report the incident.
2. The manager/supervisor should notify the System Human Resource Services office about injury.
3. The employee should complete the University of Illinois Employee’s Injury Report Form (link under item ‘c’ below) and return it to the System Human Resource Services office.
4. The employee should promptly seek medical care and follow the campus-specific guidelines provided under the Workers’ Compensation links below:
   a. General Workers’ Comp information: https://www.treasury.uillinois.edu/risk_management/workers_compensation/
5. Questions about work-related injuries should be directed to System Human Resource Services, 217-333-2600, 440 Illini Union Bookstore Building, MC312, 807 S. Wright Street, Champaign, IL 61820.

SAFETY

The participant will designate a certain part of the home as the area where work is to be performed. Based on descriptions of the work area, and possible on-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 and installation and use of equipment. The participant, in initial discussions with the supervisor, should be made aware that:

1. Management may deny an employee the opportunity to participate or may rescind a remote work arrangement based on safety problems or lack of compliance with safety requirements in the home.
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.

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 arrangement.

The remote employee remains liable for injuries to third persons and/or members of the employee’s family arising from the employee’s premises.