

Remote Work Program Policy

A. Introduction

1. Purpose and Scope

This Remote Work Program Policy (“Policy”) supports Furman University’s (“Furman” or “University”) strategy of enhancing workplace flexibility and efficiencies. Remote Work arrangements for Furman employees classified as staff and/or administrators are alternatives to traditional on-site work on or at properties owned and/or leased by the University.

This Policy defines the requirements for Remote Work arrangements for Eligible Staff only. This Policy does not apply to employees categorized as faculty.

This Policy does not apply to remote work requests as a reasonable accommodation under the Americans with Disabilities Act (“ADA”). Employees requesting remote work as a reasonable accommodation under the ADA should contact Human Resources, and Human Resources will evaluate such requests in accordance with applicable law.

This Policy may be revised at any time.

2. Policy Statement

This Policy supports the University’s philosophy and guidelines for the arrangement of Remote Work where an Eligible Staff member works from home or from another non-university location through telecommuting technology. The intent of this Policy is to promote Remote Work where feasible as a means of providing flexibility to the workforce, sustaining and elevating the University’s recruitment and retention efforts, increasing productivity and reducing absenteeism, supporting sustainability goals, and decreasing Eligible Staff economic burdens.

Remote Work is considered official university business. Remote Work is a privilege that may be revoked by the University at any time and for any reason in the University’s sole discretion. Nothing in this Policy creates an entitlement to continued Remote Work for Eligible Staff.

An Eligible Staff member’s employment classification, compensation, and benefits will not change due to implementation of Remote Work.

3. Definitions

- a. “Eligible Staff” means Staff that work 20 hours or more per week at least 39 weeks out of the year.

- b. “Remote Work” means an arrangement under which Eligible Staff are authorized to perform the duties of their position at a Remote Work Location. Remote Work includes:
 - i. work performed primarily at the Remote Work Location with occasional, periodic, or infrequent work performed on-site on University property and/or facilities; and/or
 - ii. hybrid Remote Work arrangements under which Eligible Staff are regularly scheduled to work both on-site on University property and/or facilities and at the Remote Work Location.
- c. “Remote Work Agreement” means a written agreement between the University and the Eligible Staff member that details the expectations, terms, and conditions applicable to the Eligible Staff member’s Remote Work.
- d. “Remote Work Authorization” means an approved Remote Work request and only occurs after the Remote Work Agreement has been approved by Human Resources and the departmental Vice President, and has been signed by the Eligible Staff member.
- e. “Remote Work Location” means a location other than University owned or leased property and/or facilities. Remote Work Locations may include, but are not limited to, Eligible Staff members’ residences.
- f. “Staff” means employees classified by Furman as administrators and/or staff.

B. Evaluation of Remote Work Requests

The Eligible Staff member’s supervisor and departmental Vice President, in consultation with Human Resources, have sole discretion to grant or deny a request for Remote Work. Each request will be considered on a case-by-case basis, analyzing both the position’s suitability for Remote Work and, for current Eligible Staff members, the Eligible Staff member’s past and current job performance.

In the event an Eligible Staff member transfers into a different position, the Eligible Staff member must receive a Remote Work Authorization for the new position, regardless of whether the transfer is within the same department or to a new department.

Eligible Staff may not begin Remote Work until they have received Remote Work Authorization. For the avoidance of doubt, an Eligible Staff member’s request for Remote Work does not automatically authorize Remote Work.

1. Position Analysis

Supervisors and the departmental Vice President will decide whether a position is suitable for Remote Work.

In reaching a decision, supervisors, in consultation with their Vice Presidents and Human Resources as needed, will consider factors including, but not limited to, (a) the operational needs of the Eligible Staff member's department; (b) impacts on the Eligible Staff member's team; (c) the requirements of the Eligible Staff member's position as reflected in the position's job description; (d) the extent to which the position is student- and/or public-facing; and (e) potential impacts to other departments.

The decision whether a position is suitable for Remote Work lies in the sole discretion of the supervisor and the departmental Vice President, in consultation with Human Resources as needed.

2. Current Staff Member Performance

For current Eligible Staff members, supervisors and the departmental Vice President will decide whether the Eligible Staff member is a suitable candidate for Remote Work based on past and current job performance.

In reaching a decision, supervisors, in consultation with their Vice Presidents and Human Resources as needed, will consider factors including, but not limited to, whether the Eligible Staff member has (a) demonstrated the ability to work independently with minimal supervision; (b) demonstrated a high level of productivity; (c) consistently met deadlines; (d) a high level of knowledge regarding the position's requirements and the operating procedures of the department; and (e) a reliable work history, including, for hourly Eligible Staff members, a history of accurately tracking and recording hours worked.

The decision whether an Eligible Staff member is a suitable candidate for Remote Work lies in the sole discretion of the supervisor and the departmental Vice President, in consultation with Human Resources as needed.

C. Periodic Review of the Remote Work Authorization

Supervisors will meet with Eligible Staff members on the three-month anniversary (or soon thereafter) of the Eligible Staff member's Remote Work Authorization, and every six months thereafter, to determine whether the Remote Work Authorization should continue. This discussion will include an assessment of the Eligible Staff member's performance during Remote Work, and the Eligible Staff member's compliance with the expectations, terms, and conditions of the Remote Work Agreement.

The decision whether or not to continue the Remote Work Authorization lies in the sole discretion of the supervisor and the departmental Vice President, in consultation with Human Resources as needed.

D. Termination of the Remote Work Authorization

Supervisors, departmental Vice Presidents, and/or Human Resources may terminate an Eligible Staff member's Remote Work Authorization at any time for any reason in their sole discretion. Circumstances that may lead to termination of the Remote Work Authorization include, but are not limited to, Eligible Staff member performance problems, or where termination of the Remote Work Authorization (either permanently or temporarily) is in the best interest of the University and/or department.

The University will provide ten business days' advance written notice of termination of the Remote Work Authorization, provided, however, that the University may terminate the Remote Work Authorization without advance written notice if the University concludes the Eligible Staff member has (a) violated any University policy, procedure, or local, state, or federal law, regulation or ordinance; or (b) failed to abide by any of the requirements of the Remote Work Agreement.

Written notice of termination may be given by e-mail.

E. Remote Work Agreements

1. Establishing the Remote Work Agreement

Eligible Staff must sign a Remote Work Agreement before receiving Remote Work Authorization.

The Remote Work Agreement must include specific expectations tailored to the position. Supervisors must discuss with the Eligible Staff member these expectations, along with the other terms and conditions set out in the Remote Work Agreement, before the Eligible Staff member signs the Remote Work Agreement.

2. Termination of the Remote Work Agreement

The written notice of termination of the Remote Work Authorization set forth in Section D will also constitute termination of the Remote Work Agreement.

3. Remote Work Agreement is Not an Employment Contract

The Remote Work Agreement is not an express or implied contract of employment and is not intended to modify an Eligible Staff member's at-will employment status.

F. Remote Work Expectations

1. Objective of Remote Work

Eligible Staff are expected to maintain the same level of performance as is expected of them when working in the traditional on-site setting. Remote Work is not intended to be used in place of leave, and Remote Work is not designed as a substitute for child or adult care. If children or adults in need of care are in the Remote Work Location during the Eligible Staff member's Remote Work hours, the Eligible Staff member must make arrangements so that these care needs do not interfere with the Eligible Staff member's performance.

2. Work Hours

The amount of time an Eligible Staff member is expected to work will not change due to Remote Work, and the Eligible Staff member's schedule will not change unless such change is specified in the Remote Work Agreement. Hourly Eligible Staff must continue to comply with the University's policies regarding recording hours worked and overtime, including, without limitation, submitting accurate timesheets and obtaining supervisor approval before working overtime. Failure to accurately report time, falsifying time, or failure to obtain prior approval for overtime may result in termination of the Remote Work Authorization and/or disciplinary action up to and including termination of employment.

3. Remote Work Location

Generally, Eligible Staff may only engage in Remote Work from locations in South Carolina. Human Resources may authorize Remote Work from locations in other states.

Eligible Staff must designate a dedicated area in the Remote Work Location where Eligible Staff will perform Remote Work. The dedicated area must not be disruptive or distracting (e.g., Eligible Staff should not attend videoconference meetings while laying bed).

The Remote Work Location must have a reliable internet connection and phone service (either cellular or landline). The University will not install or provide internet or phone service at the Remote Work Location, and it will not pay or reimburse Eligible Staff for the cost of internet connections or phone services (whether cellular or landline). Additionally, the University will not pay or reimburse Eligible Staff for any operating costs (such as electric bills), home maintenance, mileage, or any other costs associated with Eligible Staff using the Remote Work Location to perform Remote Work.

Eligible Staff may not hold in-person, work-related meetings at the Remote Work Location.

The University may visit the Remote Work Location to determine whether the location is safe and to maintain, inspect, and/or retrieve University-issued equipment and/or other University property. Where practicable, the University will provide at least 24 hours' advance notice of a visit to the Remote Work Location.

4. Equipment and Office Supplies

The Remote Work Agreement will list University-issued equipment the Eligible Staff member is authorized to use at the Remote Work Location. The University will not purchase additional equipment and will not reimburse Eligible Staff for the cost of purchasing additional equipment, regardless of available departmental funding.

The University will provide office supplies it determines, in its sole discretion, are necessary. The University will not reimburse Eligible Staff members for purchase of any office supplies unless the Staff member obtains the supervisor's prior approval for such purchase.

University-issued equipment and office supplies may only be used for work-related purposes, and Eligible Staff must promptly notify their supervisor of any (a) equipment malfunction and/or (b) damage to, or theft of, University-issued equipment.

All University-issued equipment and supplies are and will remain the property of the University.

5. Safeguarding University Equipment and Confidential Information

Eligible Staff are responsible for ensuring that unaffiliated and/or unauthorized third parties do not gain access to or use University-issued equipment. Eligible Staff are also responsible for maintaining the security and confidentiality of materials Eligible Staff access in the course of Remote Work. Eligible Staff may not download any University data or information to personal computers or other devices and may not modify or disable any security-related aspect of University-issued equipment. Eligible Staff are required to follow any other information technology requirements instituted by University Information Technology Services.

6. Attire

Remote Work does not alter departmental expectations with respect to appropriate attire in the workplace. Eligible Staff must continue to comply with such expectations during their performance of Remote Work.

7. Compliance With University Policies, Procedures, and Requirements

Eligible Staff must comply with all University policies, procedures, requirements, and instructions while engaging in Remote Work. Any violation of University policies, procedures, or requirements and/or failure to follow University instructions may result in termination of the Remote Work Authorization and/or disciplinary action, up to and including termination of employment.

8. Injuries at the Remote Work Location and Damage to Real and/or Personal Property

The University provides benefits in accordance with the South Carolina Worker's Compensation Law. If an Eligible Staff member is injured in the course of Remote Work, the Eligible Staff member must immediately report the injury to the Eligible Staff member's supervisor and Human Resources. Worker's compensation does not apply to injuries to any third parties not employed by the University, including, but not limited to, members of the family that may be present in the Remote Work Location. The University is not responsible for, and assumes no liability for, injuries to third parties at the Remote Work Location.

The University is not responsible for, and assumes no liability for, any damage to real and/or personal property at the Remote Work Location.