

## Telecommuting (Remote Work)

**THE LANGUAGE USED IN THIS DOCUMENT DOES NOT CREATE AN EMPLOYMENT CONTRACT BETWEEN THE EMPLOYEE AND THE AGENCY. THE DOCUMENT DOES NOT CREATE ANY CONTRACTUAL RIGHTS OR ENTITLEMENTS. THE AGENCY RESERVES THE RIGHT TO REVISE THE CONTENT OF THIS DOCUMENT, IN WHOLE OR IN PART. NO PROMISES OR ASSURANCES, WHETHER WRITTEN OR ORAL, WHICH ARE CONTRARY OR INCONSISTENT WITH THE TERMS OF THIS PARAGRAPH CREATE ANY CONTRACT OF EMPLOYMENT.**

### POLICY STATEMENT

Clemson University allows remote work arrangements in which supervisors may permit employees to work at home or another alternate workplace (which is linked, usually electronically, to a central office) during all or some portion of the work week. Remote work arrangements must be pre-approved by the appropriate leadership as outlined in this policy and this agreement must be documented in writing.

Typically, the circumstances of remote work fall under one of three categories:

1. Regular, recurring remote work may be full-time or part-time, such as one or two days per week and/or part of each workday. This level of remote work requires the employee and their supervisor to complete the [Telecommuting/Remote Work Agreement](#) and the [Remote Workplace Safety Checklist](#).
2. Periodic, intermittent remote work arrangements are permitted under this policy. Such arrangements require documentation but do not necessarily require the completion of the Telecommuting/Remote Work Agreement. Documentation of these arrangements may be prospective or retrospective in the form of an email or other notation which indicates supervisor approval.
3. Temporary or emergency remote work may be used during short-term illness, transportation emergency due to weather, natural disaster, or pandemic health crises. Supervisor approval—or administrative directive from University administration and/or the Office of the Governor of South Carolina—is required.

Remote work arrangements may be requested or recommended as a workplace accommodation through the University's [Office of Access and Equity](#). Such accommodations are subject to approval through a process facilitated and documented by the University's Office of Access and Equity.

#### **I. Pre-requisites for Remote Work**

Remote work may be most appropriate for consideration under the following conditions:

- Limited to work that is easily measured (e.g., job tasks with pre-assigned outcomes).
- Limited to employees with proven work histories of productivity and independence.

#### **II. Eligibility Requirements**

Allowing remote work is a management prerogative and is not universally available to employees. Remote work may not be suitable for all positions and/or all employees. Departments may implement remote work

based on specific criteria consistently applied throughout the department, yet all employees in the same position will not necessarily be allowed to work remotely. It is the department's option to allow an employee to work remotely, and the department may identify the skills deemed necessary for an employee to be a successful remote worker.

An employee's participation in remote work is voluntary and must be mutually agreed upon by the employee and supervisor. Approval from the applicable executive leadership may be required for certain positions.

### **III. Telecommuting/Remote Work Agreement**

The Telecommuting/Remote Work Agreement should be used to document work arrangements where regularly recurring or prolonged remote work is agreed upon by the employee and their supervisor. The employee and supervisor should complete and sign the [Telecommuting/Remote Work Agreement](#) and accompanying [Remote Workplace Safety Checklist](#). The completed and signed Agreement must be submitted to the Office of Human Resources, and it will be retained in the employee's file. (Both parties should also retain a copy of the agreement.)

Telecommuting/Remote Work Agreements automatically expire at the end of the fiscal year in which they are signed or on the date stated in the Agreement, but at no time can an Agreement extend beyond a fiscal year. If the employee and supervisor want to continue a remote work arrangement into a new fiscal year, the employee and supervisor must complete an updated Telecommuting/Remote Work Agreement and submit it to the Office of Human Resources on or before the first day of the new fiscal year.

### **IV. Conditions of Employment**

The employee's duties, responsibilities, and conditions of employment remain the same as if the employee were working at the primary workplace. The employee will continue to comply with federal and state laws and regulations while working at an alternate location. The employee shall remain subject to all applicable University and department policies and procedures while performing work at the alternate workplace.

### **V. Work Hours**

Work hours and location are to be specified as part of any written agreement. The employee must be accessible during the specified work hours. Remote work arrangements must follow the University's [Workweek Policy](#).

### **VI. Pay and Attendance**

The employee's salary and benefits remain the same as if the employee were working at their primary workplace. The number of actual hours worked by a non-exempt employee in a particular workweek, computed at their regular hourly rate of pay, determines the amount of regular pay. Hours worked does not include leave or holidays and may be subject to change.

### **VII. Leave and Overtime**

Requests to work overtime and use sick, annual, or any other leave must be approved by the department in the same manner as when working at the department's primary workplace. An employee shall not work overtime unless authorized in advance.

## VIII. Work Assignments and Evaluation

Employees are expected to work their normal agreed upon work schedule, unless they receive their supervisor's prior approval to adjust their schedule. Employees need to be productive and responsive during their scheduled work hours. While working remotely, employees must maintain a presence and be available as though they were physically located at their primary workplace. Employee response time and participation in scheduled work meetings should not deviate from normal practices. Employees are expected to arrange for child/dependent care as necessary for the hours in which the employee works remotely. Personal tasks and errands should only be performed during the employee's scheduled breaks and lunches.

The employee will meet with the supervisor to receive assignments and to review completed work. The employee will complete all assigned work according to procedures mutually agreed upon with the supervisor. The employee will be required to adhere to those performance standards agreed upon with their supervisor for remote work purposes. The evaluation of the employee's job performance will be based on such established standards. Performance must remain satisfactory to remain a remote employee. Supervisors are encouraged to develop a mechanism for regular updates on work progress and should hold frequent virtual meetings with their employees performing remote work.

### A. Advancement

Remote work will not adversely affect an employee's eligibility for advancement or any other employee right or benefit. An employee will be compensated for all pay, leave, and overtime (for non-exempt employees) as if all duties were being performed at the employee's primary workplace.

## IX. Office and Remote Work Location

The employee agrees to work at the primary workplace or an agreed upon alternate workplace, and not from another unapproved site. Failure to comply with this provision may result in termination of the agreement, and other appropriate disciplinary action. The department agrees to establish agreed upon expectations relative to the time the employee would need to spend in the primary workplace and to give adequate notice when these expectations are subject to change. The employee may be required to report to the primary workplace without advanced notice, upon request by the University. Travel to the primary workplace will be at the employee's expense.

### A. Workplace Safety

The employee agrees to designate a separate workspace in the alternate workplace for the purposes of remote work and will maintain this area in a safe condition, free from hazards and other dangers to the employee and the University's equipment. Prior to beginning remote work, the employee must complete and sign the [Remote Workplace Safety Checklist](#), which must also be signed by their supervisor. (Both supervisor and employee should retain a copy of the signed checklist.) The employee understands and agrees that they will be liable for injuries or damages to the person or property of third parties or any members of the employee's family in the alternate workplace if it is in the employee's home or other location controlled by the employee, and the employee agrees to indemnify and hold the University harmless from any and all claims for losses, costs, or expenses asserted against the University by such third parties or members of the employee's family.

**i. Workers' Compensation**

The alternate workplace is considered an extension of the employee's primary workplace. Any work-related injuries must be reported to the employee's supervisor immediately.

**B. Equipment and its Maintenance**

The University may provide all or part of the equipment necessary for accomplishing work assignments. However, where agreements specify, employees may be authorized to use their own equipment. The University and the employee must agree upon the equipment to be used in remote work.

**i. Personal Equipment**

When employees are authorized to use their own equipment, the University will not assume responsibility for the cost of repair, maintenance, or service of that equipment.

**ii. University-Owned Equipment**

University-owned equipment may be used only for legitimate state purposes by authorized employees. The employee must protect equipment provided by the University against damage and unauthorized use. University-owned equipment used in the normal course of employment will be maintained, serviced, and repaired by the University. Equipment is subject to inspection at any time. The employee agrees that the University shall have reasonable access to the alternate workplace for business related purposes such as inspection of the space and retrieval of University-owned property. If an employee separates from the University, return of any equipment and/or materials must be coordinated with the University and be returned within 5 business days.

**C. Operating Costs**

The University will not be responsible for operating costs, home maintenance, DSL, cable, mobile phone bills, utilities or any other incidental costs associated with the use of the employee's residence. For more information, please refer to [CCIT's Network Security Policy](#).

**D. Protecting Computer Systems and Records**

The University's security controls and conditions for use of the University-owned equipment for the primary workplace will also apply to alternate workplaces. Employees may remove an original record from University premises for work purposes and with the approval of the employee's supervisor. All copies of originals University records, files, and documents must be protected from unauthorized disclosure or damage and returned safely to the primary workplace. The employee agrees to abide by any rules promulgated by the University concerning the use of computer equipment (which may include protecting the employee's home PC against computer viruses) and understands that these rules may be changed at any time with proper notice. The employee agrees to follow University procedures for network access and to take all necessary steps to protect the integrity of systems including but not limited to protecting passwords, not duplicating University-owned software, and not allowing University files to be viewed by others.

**E. Liability and Home Safety**

The University will not be liable for damages to the employee's property resulting from remote work. The employee agrees to hold the University harmless against any and all claims, excluding worker's compensation claims. The employee accepts responsibility for maintaining the security, condition, and confidentiality of University equipment and materials (including but not limited to files, applications,

manuals, forms) that are at the alternate workplace. No employee engaged in remote work will be allowed to conduct face-to-face, University-related business at the alternate workplace, if it is the employee’s home. In completing and signing the Remote Workplace Safety Checklist and the Telecommuting/Remote Work Agreement, the employee verifies that the alternate workplace, if it is the employee’s home, is free of safety and fire hazards.

**X. Curtailment of the Agreement**

The department has the right to discontinue the remote work arrangement at any time, especially if the employee is not performing to the expected standard or if the arrangement fails to benefit organizational needs. In the event the employee’s employment with the University is terminated, or the remote work arrangement is discontinued for any reason, the employee agrees to arrange for return of all University equipment and supplies to the primary workplace within 5 business days or a mutually agreed upon reasonable time period. If the employee fails to do so, the employee agrees to reimburse the University for the value of the unreturned property, and the employee understands that the University may deduct from any and all remaining paychecks to recuperate the amount lost. The employee will coordinate with the University to ensure all University documents are returned immediately. In addition, the agreement shall automatically terminate when the employee ceases to be employed by the University.

**XI. Termination of Remote Work**

The department may terminate the remote work arrangement at any time with or without cause at its convenience, and this termination is final in terms of administrative review. By participating in a remote work arrangement, the employee agrees that any termination of working from the alternate workplace will not constitute an involuntary reassignment under the Employee Grievance Procedure Act.

**REASON FOR POLICY**

This policy defines remote work arrangements for Clemson University employees and sets forth the rules under which such arrangements must operate.

**ENTITIES AFFECTED BY THIS POLICY**

All colleges/divisions of the University

**WEB ADDRESS FOR THIS POLICY**

[https://media.clemson.edu/humanres/policies\\_procedures/telecommuting-policy-and-agreement.pdf](https://media.clemson.edu/humanres/policies_procedures/telecommuting-policy-and-agreement.pdf)

**CONTACTS**

Subject Matter	Office	Telephone	E-mail/Web Address
----------------	--------	-----------	--------------------

Policy Clarification and Interpretation	Human Resources	864-656-2000	<a href="https://www.clemson.edu/human-resources/contact/index.php">https://www.clemson.edu/human-resources/contact/index.php</a>
---	-----------------	--------------	---

## RESPONSIBILITIES

Responsible Party	List of Responsibilities
Employee working remotely	<ul style="list-style-type: none"> <li>• Read the University’s Telecommuting (Remote Work) Policy</li> <li>• Complete the Remote Workplace Safety Checklist and complete the Telecommuting/Remote Work Agreement with your supervisor</li> <li>• Submit the completed and signed Telecommuting/Remote Work Agreement to the Office of Human Resources</li> <li>• Adhere to the rules and requirements outlined in this policy and all other University policies and procedures while working from an alternate workplace</li> </ul>
Supervisor	<ul style="list-style-type: none"> <li>• Read the University’s Telecommuting (Remote Work) Policy</li> <li>• Review the employee’s Remote Workplace Safety Checklist and complete the Telecommuting/Remote Work Agreement with the employee</li> <li>• Adhere to the rules and requirements outlined in this policy and all other University policies and procedures while supervising an employee who is working from an alternate workplace</li> </ul>
Executive Leadership (if applicable)	<ul style="list-style-type: none"> <li>• Read the Telecommuting (Remote Work) Policy and review the employee’s Telecommuting/Remote Work Agreement (sign if approved)</li> </ul>
Office of Human Resources	<ul style="list-style-type: none"> <li>• Provide guidance and assistance around the processes, requirements, and conditions of remote work as detailed in this policy and in its supporting documents</li> <li>• Store Telecommuting/Remote Work Agreements in accordance with this policy</li> </ul>

## DEFINITIONS

Access the Office of Human Resources [Glossary of Terms](#).

## RELATED RESOURCES

<b>University Policies and Documents</b>
<a href="#">Telecommuting/Remote Work Agreement</a>
<a href="#">Remote Workplace Safety Checklist</a>
<a href="#">Workweek Policy</a>
<b>External Documentation</b>