

COLLEGE of CHARLESTON

OFFICIAL POLICY

9.3.2

Telecommuting Policy

11/14/2019

THE LANGUAGE USED IN THIS DOCUMENT DOES NOT CREATE AN EMPLOYMENT CONTRACT BETWEEN EMPLOYEES AND THE COLLEGE OF CHARLESTON. THIS DOCUMENT DOES NOT CREATE ANY CONTRACTUAL RIGHT OR ENTITLEMENTS. THE COLLEGE OF CHARLESTON RESERVES THE RIGHT TO REVISE THE CONTENTS OF THIS POLICY IN WHOLE OR IN PART, AT ANY TIME. NO PROMISES OR ASSURANCES, WHETHER WRITTEN OR ORAL, WHICH ARE CONTRARY TO OR INCONSISTENT WITH THE TERMS OF THIS PARAGRAPH, CREATE ANY CONTRACT OF EMPLOYMENT.

Policy Statement

The College of Charleston's Telecommuting Policy provides for a telecommuting program and the rules under which it will operate. This document establishes a telecommuting program for staff and administrators within the College pursuant to Section 8-11-15 (B) of the South Carolina Code of Laws, as amended. This policy is designed to help managers and employees understand the telecommuting environment and provide a general framework for telecommuters. It does not attempt to address the special conditions and needs of all employees.

Policy Manager and Responsible Department or Office

Vice President of Human Resources; Office of Human Resources

Policy

Definitions

Telecommuting is a work arrangement in which supervisors direct or permit employees to perform their usual job duties away from their primary workplace, in accordance with work agreements. Three main categories of telecommuting can exist:

- **Regular, recurring telecommuting** may be full-time or part-time, such as one or two days a week or parts of each workday (to avoid peak commuting hours). This level of telecommuting requires a formal written agreement between the employee and supervisor. The College's formal telecommuting agreement must be completed and forwarded to the Office of Human Resources for retention in the employee's personnel file.
- **Periodic, intermittent telecommuting** arrangements may arise, for example, where an employee is assigned a project with a short timeframe or one that requires intense concentration that is best completed outside of the office. This level of telecommuting does not require the formal agreement or checklist process. It only requires verbal agreement between the employee and supervisor.
- **Temporary or emergency telecommuting** may be used during **short-term** absences such as a transportation emergency due to weather, a natural disaster, or pandemic health crises. During this type of telecommuting arrangement a formal agreement is not required.

Primary Workplace – The telecommuter's usual and customary workplace on campus or at an official satellite location.

Alternate Workplace – A workplace other than the employee's usual and customary workplace (primary workplace) and may include the employee's home.

Telecommuting Agreement – The signed document that outlines the understanding between the College of Charleston and the employee regarding the telecommuting arrangement. This agreement (available through the Office of Human Resources) must be signed by the employee and all approving authorities prior to telecommuting beginning. The agreement must be approved by the Vice President of Human Resources (or designee) and will be maintained in the employee's personnel file.

Safety Checklist – The signed document that certifies that the separate work space in the alternate workplace is maintained in a safe condition, free from hazards and other dangers to the employee and the College's equipment. The employee must complete and return to the College's Office of Human Resources the *Telecommuting Safety Checklist* before he/she may begin telecommuting. Verification may be required by management, as a condition of approval.

Requirements and Eligibility for Telecommuting:

- Telecommuting is a management tool/ option and not a universal employee right or benefit of any kind. Telecommuting will not be suitable for all employees, may not be suitable for extended circumstances or at all times, and/or all positions; therefore, departments may implement telecommuting based on criteria and circumstances considered on a case-by-

case basis, as determined by management. It is the College's option, in its sole discretion, to allow or not allow an employee to telecommute through the College's telecommuting policy. The College's approval of an employee's request to telecommute can be revoked at any time for any reason or no reason, in the College's sole discretion. Departments are required to ensure that appropriate and sufficient coverage and services are maintained during the College's normal operating schedule, 8:30 am – 5:00 pm, Monday through Friday, or as may be required otherwise.

- In order to establish a telecommuting arrangement with an employee, two forms must be completed, signed and submitted to the Office of Human Resources for final consideration, evaluation and approval: the *telecommuting agreement* and the *safety checklist*.
- Initiation of a telecommuting arrangement can be at the request of either the College or the employee. An employee's participation in the College's telecommuting program is voluntary and must be mutually agreed upon by the employee, the supervisor and department head, with final approval by the Executive Vice President or his/her designee. In cases where there is no Executive Vice President, the President or his/her designee will be the final approval. The Vice President of Human Resources must also approve telecommuting requests and agreements.
- To be eligible to participate in telecommuting, an employee must have completed six months of satisfactory employment with the College. This six month requirement may be waived at the discretion of the President or his/her designee. Employees must be in good standing regarding work performance and conduct to be eligible for telecommuting.
- When reviewing the appropriateness of telecommuting for employees, the department should consider the following factors:
 - Needs of the department/unit and the employee;
 - Employee's work duties and the ability to measure or assess work performed;
 - Availability and costs of needed equipment (see safety checklist);
 - Employee's current and past job performance, as documented in performance evaluations, including time management, organizational skills, self-motivation, and the ability to work independently;
 - Assessment of other employees in the immediate work unit performing similar responsibilities to determine interest;
 - Effect on services and the remaining employees of the unit or department;
 - Measurable objectives and results mutually agreed to by the employee and the supervisor; and
 - The department, supervisor, and employee must ensure that telecommuting will not in anyway affect the employee's productivity, efficiency, and effectiveness.
 - Other items deemed necessary and appropriate.

Conditions of Employment:

The employee's duties, responsibilities, and conditions of employment remain the same as if the employee were working at the College's primary workplace. The employee will continue to comply

with federal, state, and College of Charleston laws, policies, and regulations while working at an alternate location. The employee shall remain subject to all the College's disciplinary and performance policies and procedures while performing work at the alternate workplace.

Work Hours:

Work hours and location are specified as part of the agreement. The employee must be accessible during the specified work hours. The College and the employee agree that, at the College's discretion, the employee may perform assigned work for the College at a location other than the College's onsite office as a "telecommuter." Failure to observe assigned work hours may result in disciplinary action and immediate revocation of the agreement.

Pay and Attendance:

The employee's salary and benefits remain the same as if the employee were working at the College's primary workplace. If the employee works less than the employee's normal work week, salary and benefits must be adjusted accordingly.

Advancement:

Telecommuting 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/compensatory time (for non-exempt employees) as if all duties were being performed at the employee's primary workplace.

Leave and Overtime:

Requests to work overtime and use sick, annual, or any other leave must be approved by the supervisor in the same manner as when working at the College's primary workplace. An employee shall not work overtime unless authorized in advance. The employee agrees that telecommuting is not to be viewed as a substitute for dependent care. Telecommuters with dependent care issues must have someone else provide dependent care services during the agreed upon work hours.

Office and Telecommuting Location:

The employee agrees to work at the primary workplace or the 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 College 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. However, the employee may be required to report to the primary workplace without advanced notice, upon request by the College.

Workspace Safety:

The employee agrees to designate a separate work space in the alternate workplace for the purposes of telecommuting and will maintain this area in a safe condition, free from hazards and other

dangers to the employee and the College's equipment. To ensure the safety of the work space, the employee agrees to complete and return to the College's Office of Human Resources the *Telecommuting Safety Checklist* which will certify the employee's alternate workplace complies with health and safety requirements. The employee must submit this checklist to the College before he/she may begin telecommuting. The employee agrees that the College shall have reasonable access to the alternate workplace for the purposes of inspection of the site and retrieval of state-owned property. An employee understands that he/she 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. The employee agrees to consult with the College before moving any heavy equipment or furniture in the alternate workplace.

Equipment and its Maintenance:

The College 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.

College-Owned Equipment:

College of Charleston equipment may be used only for legitimate purposes by authorized employees. Any College equipment issued to an employee for use in telecommuting must be recorded in the telecommuting agreement.

College of Charleston equipment used in the normal course of employment will be maintained, serviced, and repaired by the College of Charleston's IT Service Desk. If equipment cannot be repaired remotely, the employee will be responsible for delivering the equipment to the IT Service Desk.

Employee-Owned Equipment:

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

The College and the employee must agree upon the equipment to be used in telecommuting. The employee must protect equipment provided by the College against damage and unauthorized use. Equipment provided by the employee will be at no cost to the College and will be maintained by the employee. The employee agrees that the College shall have reasonable access to the alternate workplace for business related purposes such as inspection of the space and retrieval of College property. The employee also agrees that any personal equipment used to conduct College business could be subject to disclosure by subpoena or the Freedom of Information Act.

Operating Costs:

The College will not be responsible for operating costs, home maintenance, or any other incidental costs (e.g., utilities), associated with the use of the employee's residence.

Protecting Computer Systems and Records:

The College's security controls and conditions for use of the state-owned equipment for the official work location will also apply to alternate workplaces. All official College of Charleston 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 College 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 College of Charleston 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 College of Charleston-owned software, and not allowing College of Charleston files to be viewed by others.

Liability and Home Safety:

The College of Charleston will not be liable for damages to the employee's property resulting from participation in the telecommuting program. In signing the telecommuting agreement, the employee agrees to hold the College harmless against any and all claims, excluding workers' compensation claims. The employee accepts responsibility for maintaining the security, condition, and confidentiality of the College's equipment, materials and data (including but not limited to files, applications, manuals, forms) that are at the alternate workplace. No employee engaged in telecommuting will be allowed to conduct face-to-face College-related business at the alternate workplace, if it is the employee's home. In signing the agreement, the employee also verifies that the alternate workplace, if it is the employee's home, is free of safety and fire hazards.

Workers' Compensation:

The alternate workplace is considered an extension of the employee's primary workplace; therefore, workers' compensation will continue to exist for the employee when performing official work duties in the alternate workplace during approved telecommuting hours. Any work related injuries must be reported to the employee's supervisor immediately. The employee understands that he or she remains liable for injuries or damage to the person or property of third parties or members of his/her or her family on the premises, and agrees to indemnify and hold the College harmless from any and all claims for losses, costs, or expenses asserted against the College by such third parties or members of the employee's family.

Work Assignments and Evaluation:

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 his/her manager for telecommuting purposes. The evaluation of the employee's job performance will be based on such established standards. Performance must remain satisfactory to remain a telecommuter.

Curtailment of the Agreement:

The College of Charleston has the right to remove the employee from the program if participation

fails to benefit organizational needs. In the event the employee ceases employment with the College, or this telecommuting arrangement is discontinued for any reason, the employee agrees to return all College equipment and supplies to the primary workplace within 48 hours or a mutually agreed upon reasonable time period. If the employee fails to do so, he/she will reimburse the College for all unreturned property. All work documents will be returned immediately to the College. In addition, this agreement shall automatically terminate when the employee ceases to be employed by the College of Charleston.

Termination of Telecommuting:

The College of Charleston may terminate the telecommuting 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 telecommuting arrangement, the employee agrees that any termination of working from the alternate workplace will not constitute an involuntary reassignment under the State Employee Grievance Procedure Act.

Departments/Offices Affected by the Policy

All departments and office of the College of Charleston are affected.

Procedures Related to the Policy

Related Policies, Documents or Forms

College of Charleston Telecommuting Agreement
College of Charleston Telecommuting Safety Checklist

Issue Date: 11/14/19
Date of Policy Revision:

Next Review Date: 10/5/2024

POLICY APPROVAL

(For use by the Office of the Board of Trustees or the Office of the President)

Policy Number:

President or
Chairman, Board of Trustees



Date: 11/14/19