



## TELECOMMUTING POLICY

THE LANGUAGE USED IN THIS DOCUMENT DOES NOT CREATE AN EMPLOYMENT CONTRACT BETWEEN THE EMPLOYEE AND THE AGENCY. THIS DOCUMENT DOES NOT CREATE ANY CONTRACTUAL RIGHTS OR ENTITLEMENTS. THE AGENCY RESERVES THE RIGHT TO REVISE THE CONTENTS OF THIS DOCUMENT, IN WHOLE OR IN PART. 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.

### I. PURPOSE

To establish a telecommuting program within the South Carolina Department of Agriculture (SCDA) as provided by Section 8-11-15(B) of the South Carolina Code of Laws which states, “State agencies may use alternative work locations, including telecommuting, that result in greater efficiency and cost savings.”

### II. DEFINITIONS

The Official Work Location is the South Carolina Department of Agriculture office location to which the employee is assigned. It remains the primary work location even if participating in telecommuting. The Alternate Work Location is the employee’s telecommuting work address. The Alternate Work Location is documented in the employee’s telecommuting agreement.

### III. POLICY

Telecommuting is a flexible work arrangement that allows an employee to work from home or in the field with their home as the primary site. Telecommuting is a management option and not a universal employee benefit or right. It is SCDA’s option to allow an employee to telecommute.

At the discretion of Assistant Commissioner, an employee may not have to submit a formal telecommuting agreement for a period of less than a month.

Telecommuting is a work arrangement in which selected State employees are allowed to perform the normal duties and responsibilities of their positions, through the use of computers or other telecommunication equipment, at home or at an alternate work location apart from the employee’s

usual location of work. Telecommuting may be a part-time or a full-time arrangement. The employee may be directed to report to the official work location on a scheduled or an as-needed basis.

Employees entering into a telecommuting agreement may not be assigned personal office space or a workstation at the official work location based on space availability.

### IV. EMPLOYEE ELIGIBILITY

To be eligible to apply for telecommuting, an employee must have completed six months of satisfactory employment with SCDA. This six-month requirement may be waived at the discretion of the employee’s Assistant Commissioner and Human Resources. Employees in a warning period of substandard performance are not eligible for telecommuting.

### V. APPLICATION AND EMPLOYEE SELECTION

Participation in telecommuting should be based on the ability of the employee to perform tasks that can be completed from an alternate workspace, such as a home office, and management’s assessment of the employee’s ability to complete these tasks satisfactorily. An employee must complete a Telecommuting Application and Safety Checklist and submit the request through his/her supervisor, for approval by the Assistant Commissioner or his/her designee. If approved, a Telecommuting Agreement will be completed by the employee and the supervisor prior to the employee beginning the telecommute program.

The Assistant Commissioner may request additional information as deemed necessary to consider the telecommuting request. Selection of employees shall not be arbitrary nor based on seniority but shall be based on specific work-re-

lated criteria established by management. SCDA will identify a list of skills and characteristics deemed necessary for the employee to be a successful telecommuter. Only employees meeting these standards will be approved for telecommuting. SCDA's decision whether to grant a request to telecommute is final.

## **VI. TELECOMMUTING EMPLOYEE'S CONDITIONS OF EMPLOYMENT**

The employee's duties, responsibilities, and conditions of employment remain the same as if the employee were working at the employee's official work location. The employee will continue to comply with all Federal laws, State laws, and Agency policies and procedures while working at the alternate workspace. 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, overtime, and travel entitlement as if all duties were being performed at the employee's official work location.

Telecommuting is not a substitute for child or elder care.

## **VII. HOURS OF WORK, OVERTIME HOURS, AND TIME REPORTING**

Work hours, compensatory time, and leave benefits will not change as a result of telecommuting. Requests to work overtime or use sick, annual, or other leave must be approved by the employee's supervisor or designee in the same manner as when the employee works at the employee's official work location. A telecommuting employee shall not work overtime unless authorized in advance by his or her supervisor. Regular communication through weekly or monthly meetings, teleconferencing, or in-office days is required. An employee must forego telecommuting if needed in the official work location on a regularly scheduled telecommuting day. Telecommuting employees will attend called meetings throughout the workweek as instructed by their supervisor. The supervisor should provide reasonable notice whenever necessary and possible. However, the employee may be directed to report to the official work location without advance notice, as needed.

SCDA will establish the schedule of hours for a telecommuting employee. Any deviation from this approved schedule must be approved in advance. SCDA's guidelines for variable workweek schedule or work hours schedule (flex time) apply to telecommuting employees. SCDA must be able to contact the employee during the scheduled work hours.

## **VIII. TEST PERIOD**

A test period of three to six months will be established. The employee and management will evaluate the success of the telecommuting arrangement.

## **IX. DESIGNATING THE ALTERNATE WORKSPACE**

The employee must agree to designate a separate workspace in the remote site for the purposes of telecommuting and maintain this area in a safe condition, free from hazards and other dangers to the employee, SCDA's equipment, and confidential information. It is the employee's obligation to ensure the safety of the Alternate Workspace and compliance with all health, safety, and confidentiality requirements. The employee agrees to complete and return the Telecommuting Safety Checklist. The employee must submit this checklist to SCDA at the time of application. The employee agrees that SCDA shall have reasonable access to the designated Alternate Workspace for all reasonable purposes, including but not limited to inspection of the space, supervision of the employee, and retrieval of SCDA-owned property and information.

No employee engaged in telecommuting will be allowed to conduct face-to-face, SCDA related business with non-agency personnel at the alternate work location. The employee will be liable for injuries or damages in the alternate work location to the person or property of third parties of any members of the employee's family and agrees to indemnify SCDA for any such claims. The employee understands that SCDA will not reimburse the cost of home-related expenses, including but not limited to heat, water, electricity, internet, and insurance.

## **X. OFFICE INSPECTIONS**

SCDA reserves the right to inspect the designated Alternate Workspace to investigate whether all requirements are met.

## **XI. WORKERS' COMPENSATION**

The Alternate Workspace, as approved, is considered an extension of the employee's official work location; therefore, workers' compensation will continue to exist for the employee when performing official work duties in the defined Alternate Workspace during approved telecommuting hours. Any work-related injuries must be reported to the employee's supervisor immediately, and the employee must complete all necessary or agency requested documents regarding the injury.

## **XII. SECURITY OF STATE-OWNED EQUIPMENT AND DOCUMENTS**

SCDA established security controls and conditions for use of the State-owned equipment for the regular office will also apply to the alternate work location.

All official SCDA records, files, and documents must be protected from unauthorized disclosure or damage and returned safely to the official work location whenever requested by SCDA. The employee will return all SCDA equipment, files, documents and supplies to SCDA immediately upon termination of telecommuting or of the employee's employment.

## **XIII. STATE-OWNED EQUIPMENT**

Support, maintenance, repair, and replacement of State-owned equipment issued to telecommuters are the responsibility of SCDA. In the event of equipment malfunction, the telecommuter must notify the supervisor immediately. If repairs will take some time, the telecommuter may be directed to report to the official work location until the equipment is usable.

## **XIV. EMPLOYEE-OWNED EQUIPMENT**

Use of an employee-owned computer is the decision of the telecommuter with the understanding that no on-site or telephonic support will be provided from any SCDA resource. Additionally, the purchase of software and installation and configuration on employee-owned equipment are the responsibility of the telecommuter. All support will be the responsibility of the telecommuter. Configuration, maintenance, and repairs to personally owned equipment will be the responsibility of the employee.

## **XV. BUSINESS TELEPHONE ACCESS**

If appropriate and necessary for the employee's job duties, SCDA may issue a State cell phone and wireless plan. The cell phone should be used for conducting official SCDA business and utilized according to the Mobile Device policy.

## **XVI. COMPUTER RESPONSIBILITIES**

The employee agrees to abide by any rules promulgated by SCDA concerning the use of computer equipment (including protecting the employee's home personal computer against computer "viruses") and understands that these rules may be changed at any time. The employee agrees to follow the SCDA's procedures for network access and to take all necessary steps to protect the integrity of systems including but not limited to: (1) Not making passwords available to anyone else; not allowing others to see passwords when the employee is working; not posting passwords where others can see them; and not leaving the password accessed systems "live" when leaving the work area; and (2) software used at the remote work site must be approved by the Information Technology Director before installation. The SCDA-owned software may not be duplicated. The employee agrees to use a state issued computer when accessing the agency's network. Use of employee's personal computer or laptop to access the agency's network may result in disciplinary action up to and including termination.

## **XVII. TERMINATION OF PARTICIPATION**

An employee's participation in the SCDA's telecommuting program is voluntary. SCDA or employee may terminate the telecommuting arrangement at any time with or without cause. This termination is final in terms of administrative review. If the employee unreasonably terminates the telecommuting agreement, SCDA may require the employee to reimburse any expenses that the Agency has contributed to establish the alternate workspace.

The availability of telecommuting for employees of SCDA can be discontinued at any time at the Agency's discretion.