



# DENMARK TECHNICAL COLLEGE

## ADMINISTRATIVE POLICY #03.30.01.01(2023) EMPLOYEE TELECOMMUTING

**Policy Title:** Employee Telecommuting

**Policy Type:** Administrative

**Policy Number:** ADM Policy #03.30.01.01 (2023)

**Legal Authority:** Sections 59-53-51 Section 8-11-15 of the 1976 Code of Laws of South Carolina, As Amended; and Applicable State Division of Human Resources Guidelines

**State Board Policy:** 8-7-106, Telecommuting

**Approval Date:** January 9, 2023

**Responsible Office:** Office of Human Resources

**Responsible Executive:** President/Chief Executive Officer

**Applies to:** College Community

### POLICY STATEMENT

It is the policy of Denmark Technical College that the College President or his/her designee is authorized to allow eligible employees to engage in telecommuting activities. This policy establishes the procedures by which eligible Denmark Technical College employees may request to participate in telecommuting activities. Telecommuting is a management option and not a universal employee benefit. Additionally, this policy outlines employee/employer responsibilities under an approved telecommuting arrangement and serves to protect the interests of the College.

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**DEFINITION**

**Telecommuting** is a work arrangement whereby selected employees are permitted to perform some or all of the normal duties and responsibilities of their positions, via the use of computers or other telecommunication equipment, at an alternate work location apart from the employee’s primary location of work. Telecommuting may be a part-time or a full-time arrangement.

While telecommuting is traditionally thought of as working from home, other types of telecommuting may apply. The College shall assess each situation on a case-by-case basis.

**CONTACTS**

The President/CEO officially interprets this policy and is responsible for matters pertaining to this policy as it relates to the College Community. The President’s Office is responsible for obtaining approval for any revisions as required by Area Commission Policy # 01 Creating and Maintaining Policies, through appropriate governance structures. Questions regarding this policy should be directed to the Office of Human Resources.

**POLICY CONTENTS**

Denmark Technical College may elect the allowance of telecommuting as a viable management option and develop local procedures to include a telecommuting application, agreement, and workspace checklist (which must be developed in accordance with the State Division of Human Resources models prior to implementation). The Denmark Technical College President is the final approval authority for telecommuting applications/agreements. The State Division of Human Resources Management requires the identification of a telecommuting coordinator. Unless otherwise designated by the College President, the College’s chief human resources officer will have this responsibility. Employee participation is voluntary.

Participation is not an employee right or benefit and may be discontinued at any time by either party.

Denial or termination of a telecommuting arrangement is not subject to the employee grievance process. Telecommuting may not be appropriate for all areas of the College, especially those areas having limited staff and/or those areas requiring in-person contact with customers.

**I. Eligibility**

- A. The College may identify the job classes or positions with duties or portions of duties considered appropriate for telecommuting.
- B. In order to be eligible to apply for telecommuting, an employee should have completed six months of satisfactory employment with the College. This six-month requirement may be waived at the discretion of the College President based on factors such as recruiting, the

residency of potential employees, and anticipated duration. The College may identify a list of skills and characteristics deemed necessary for the employee to be a successful telecommuter. Employees in a warning period of substandard performance are not eligible for telecommuting.

## **II. Application for Telecommuting**

A. An eligible college employee shall complete an application for telecommuting and submit the request to his/her supervisor for approval and through the human resources office with final approval by the College President or designee. The application for telecommuting shall include the minimum requirements in the State Employee Telecommuting Guidelines. Normal workshop attendance, off-campus meetings, and professional development activities are excluded and will be handled through other policies and procedures.

B. Requests for telecommuting will be considered on an individual basis. The College must approve the request prior to the employee beginning to telecommute. Upon approval, the employee agrees via a telecommuter's agreement to follow all requirements of the College procedure and any additional requirements agreed upon by the College and the employee.

## **III. Conditions of Telecommuting**

A. Telecommuting may not be used as a substitute for child, elder, or any type of dependent care. Telecommuters must make or maintain dependent care arrangements outside of the designated work location during the designated telecommuting hours.

B. Telecommuting may not be used as a substitute for other types of leave including sick leave, family medical leave, annual leave, faculty non-work days, or workers' compensation.

C. A regular telecommuting schedule to include specific hours and days of telecommuting must be established in writing via the telecommuting application prior to the start of the work arrangement and must be mutually agreed upon by the employee and the appropriate management of the College. Any change to the agreed-upon schedule must be approved by appropriate management and documented. Telecommuting does not remove the need for an employee to report to the primary work location as needed by the supervisor. The manager or supervisor should provide reasonable notice when disruption of the telecommuting schedule is necessary; however, in extreme circumstances, the employee may be required to report to the primary office without advance notice.

D. While working away from the primary office, telecommuting employees must be accessible for communication (e.g., landline or cellular telephone, e-mail, etc.). The College may include in the telecommuter's agreement the means and frequency by which regular communication shall be made.

E. The employee's duties, responsibilities, benefits, and conditions of employment remain the same as if the employee were working at the college's primary work location. The employee will continue to comply with federal and state laws and regulations, as well as the State Board for Technical and Comprehensive Education and College policies while working at the alternative location. This would include compliance with the State Ethics Act, which prohibits personal gain from the use of the College's equipment, time, or facilities.

F. Telecommuting will not adversely affect an employee's eligibility for advancement or any other employee's right or benefit. An employee will be compensated for all applicable pay, leave, overtime, and travel reimbursement as if all duties were being performed at the employee's primary work location.

G. Work hours, overtime compensation, compensatory time (for non-exempt employees), 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 College in the same manner as employees working at the primary work location. An employee shall not work overtime unless authorized in advance by the College.

H. Participation in telecommuting should be based on the ability of the employee to perform tasks from an alternative location, such as a home office, and management assessment of the employee's ability to complete those tasks satisfactorily. Typical functions that work well in a telecommuting situation include but are not limited to: data entry, research, writing projects, financial analysis, spreadsheet preparation, database maintenance, project management, graphic and design work, word processing, editing, computer programming, auditing, and drafting.

I. All non-exempt employees participating in a telecommuting arrangement must receive advance supervisory approval before working overtime. The employee must follow SBTCE and college work policies and procedures regarding work hours and schedules, including keeping records of time and attendance as if the work were performed at the primary office. The college may require a record of hours worked submission for exempt and non-exempt employees who telecommute.

J. The employee agrees to designate a separate workspace at the alternative site for 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 workspace, the employee agrees to complete and return to the College a Telecommuting Work Space Checklist, which will certify the employee's alternate workspace and complies with health and safety requirements. The employee must submit this checklist to the college before telecommuting begins. The employee agrees that the college shall have reasonable access to the workspace for inspection of the site and retrieval of college-owned property. The College shall establish the time, frequency, or scope of such inspections.

K. The alternate work location is considered an extension of the employee's primary work location. Therefore, workers' compensation will continue to exist for the employee when performing official work duties in the alternate workspace during approved telecommuting hours. Any work-related injuries must be reported to the employee's supervisor immediately and in accordance with established college reporting procedures.

L. The College may provide all or part of the equipment and/or services necessary for accomplishing work assignments.

M. The College will cover the cost of installation, repair, or maintenance of state-owned equipment necessary for accomplishing work assignments. The employee is responsible for any damage to state equipment resulting from gross negligence while in the employee's possession. The employee should not allow family, friends, neighbors, etc. to use state-owned equipment.

N. The college's security controls and conditions for state-owned equipment for the official work location will also apply to alternate work locations. All College records, files, and documents must be protected from unauthorized disclosure or damage and returned safely to the primary work location, ensuring the confidentiality of all is essential.

O. No employee engaged in telecommuting will be allowed to conduct face-to-face, agency-related business at his/her alternate worksite. The College will not be liable for injuries or damages to persons or property in the alternate work location except as provided in paragraph K above. Should the use of personally owned equipment be necessary to conduct telecommuting, the responsibility for the care, maintenance, and repair of the personal equipment shall be addressed by the telecommuting agreement.

#### **IV. Termination of Telecommuting**

A. The college may terminate the telecommuting arrangement at any time without cause.

B. Upon termination of the telecommuting arrangement or the termination of employment, all College equipment, files, documents, or other College property at the alternative worksite must be returned immediately.

C. Termination of a telecommuting arrangement is not subject to the employee grievance process.

D. Any change in employee status may negate this telecommuting agreement. Such changes may include but are not limited to the following: promotions, transfers, reassignment, temporary, or otherwise. This policy does not prohibit the negotiation of a new telecommuting agreement.

#### **V. Reporting Requirements**

The college must provide to the State Division of Human Resources a report of the utilization of telecommuting. The System Office's Human Resource Services shall coordinate the annual submission of telecommuting information to the Human Resources Division upon request.

### **PUBLICATION**

The policy will be widely distributed to the College community. To ensure timely publication and distribution thereof, the Vice President for Institutional Advancement and Effectiveness and the Chief Human Resources Officer will make every effort to:

- Communicate the policy in writing, electronically, or otherwise to the College community, including current and prospective students within fourteen (14) days of approval;
- Submit this policy for inclusion in the Policy Library within fourteen (14) days of approval;
- Post the policy on the College's webpage and all other related web pages, in the student handbook, and in the College catalog; and
- Educate and train all stakeholders and appropriate audiences on the policy's content as necessary.

## **REVIEW SCHEDULE**

- Next Scheduled Review: 01/09/26
- Approval by, date: Area Commissioners, N/A
- Revision History: None
- Supersedes: N/A

## **RELATED DOCUMENTS**

*There are no related documents associated with this policy.*

## **FORMS**

1. Denmark Technical College Telecommuting Application (Addendum #1)
2. Denmark Technical College Telecommuting Agreement (Addendum #2)

**ADDENDUM #1**

**Denmark Technical College Telecommuting Application**

I \_\_\_\_\_ (employee) hereby apply for participation in the Denmark Technical College (College) Telecommuting program. I understand that my participation is subject to approval based on my responses below on this application as well as additional considerations to be evaluated by the College. **Further, I understand that Telecommuting is a management option and not a universal employee benefit.**

The decision to telecommute will be based, in part, on the ability of an employee to work in a setting that may be in the employee’s home or other approved area, without immediate supervision. The survey below shall be used by an employee as a basis for discussing the option of telecommuting with their immediate supervisor. The employee should submit the application to their immediate supervisor for evaluation and final approval by the College President or his/her designee.

Please answer the following questions rating your abilities, using the following scale:

**5 – Always 4 – Usually 3 – Sometimes 2 – Rarely 1- Never**

\_\_\_\_\_ 1. I can develop regular routines and am able to set and meet deadlines. I am self-motivated, self-disciplined, and able to work independently; completing projects on time with minimal supervision and feedback; and I am capable of being productive when no one is checking in or watching at work.

\_\_\_\_\_ Supervisor Rating

\_\_\_\_\_ 2. I have strong organizational and time-management skills; am results-oriented; will remain focused on work while telecommuting and not be distracted by television, housework, or visiting neighbors; will manage my time and workload well, solve many of my own problems and find satisfaction in completing tasks on my own; am comfortable setting priorities and deadlines; and can keep my sight on results.

\_\_\_\_\_ Supervisor Rating

\_\_\_\_\_ 3. I am comfortable working alone; can adjust to the relative isolation of working at home; and can set a comfortable and productive pace while working at home.

\_\_\_\_\_ Supervisor Rating

\_\_\_\_\_ 4. I have a good understanding of the organization’s culture and environment. I am knowledgeable about the organization’s procedures and policies and have been on the job long enough to know how to do my job in accordance with those policies.

\_\_\_\_\_ Supervisor Rating

\_\_\_\_\_ 5. I have effective working relationships with co-workers and will be able to maintain such communications while telecommuting.

\_\_\_\_\_ Supervisor Rating

\_\_\_\_\_ 6. I am adaptable to changing routines and environments and have demonstrated an ability to be flexible about work.

\_\_\_\_\_ Supervisor Rating

\_\_\_\_\_ 7. I am an effective communicator, have demonstrated effective communication between supervisors and co-workers, and am comfortable in using various methods of communication.

\_\_\_\_\_ Supervisor Rating

\_\_\_\_\_ 8. I am in good standing with the agency on my previous and current performance reviews.

\_\_\_\_\_ Supervisor Rating

9. Is my job appropriate for telecommuting? (Check those that apply.)

- My job responsibilities are arranged so that there is no difference in the level of service provided to the customer regardless of work location.
- My job has minimal requirements for direct supervision or contact with the customer.
- My job requires low face-to-face communication and I have the ability to arrange days when communication can be handled by telephone or e-mail.
- My job has minimal requirements for special equipment.
- I am able to define tasks and work products with measurable work activities and objectives.
- I am able to control and schedule work flow.

10. Is my alternate workplace an appropriate environment for telecommuting? (Check those that apply.)

- I have a safe, comfortable work space where it is easy to concentrate on work.
- I have the appropriate level of security required by the agency.
- I have the necessary office equipment and software that meet agency standards.
- I have a telephone, with separate home office line if required, an answering machine or voicemail, and internet access (where applicable).
- I have household members who will understand I am working and will not disturb my work.

**NAME OF EMPLOYEE (PRINTED):** \_\_\_\_\_

**DIVISION/DEPARTMENT:** \_\_\_\_\_

**NAME OF SUPERVISOR:** \_\_\_\_\_

**DATE OF APPLICATION:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_

**DISCLAIMER**

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 CONTENT 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.



**ADDENDUM #2**

**Denmark Technical College Telecommuting Agreement**

This is an agreement between Denmark Technical College (agency) and \_\_\_\_\_(employee). This arrangement shall begin on \_\_\_\_\_ and will terminate at the convenience of the college no later than \_\_\_\_\_.

This agreement establishes the terms and conditions of telecommuting. The employee agrees to participate in the telecommuting program and to follow the applicable guidelines and policies. The agency agrees with the employee's participation. **The employee's signature on this Agreement constitutes acceptance of the terms listed throughout the Telecommuting Policy. (Note: the employee should initial each page of the procedure and attach it to this Agreement).**

**Designation of Alternate Workplace and Hours:**

The following are the working hours and locations agreed to by both parties:

<b>General Work Hours</b>			
<b>Day</b>	<b>Hours</b>		<b>Location</b> <b>P = Primary</b> <b>A = Alternate</b>
	<b>From</b>	<b>To</b>	
<b>Monday</b>			
<b>Tuesday</b>			
<b>Wednesday</b>			
<b>Thursday</b>			
<b>Friday</b>			
<b>Saturday</b>			
<b>Sunday</b>			

Primary Workplace: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Telephone Number: \_\_\_\_\_  
 Alternate Workplace: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Telephone Number: \_\_\_\_\_  
 Fax: \_\_\_\_\_  
 Cell Phone: \_\_\_\_\_  
 E-mail: \_\_\_\_\_

**Equipment Used in Alternate Workplace:**

The following table lists the College equipment that will be used at the alternate workplace (attach additional documentation if needed):

Item:	Inventory Number:	Date Issued:	Date Returned:
1.			
2.			
3.			
4.			
5.			
6.			

**Special Conditions or Additional Agreements (List if applicable):**

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

I have read and received a copy of the Employee Telecommuting Policy and fully understand issues regarding pay, attendance, advancement, leave, overtime, office location, liability, workers' compensation, operating costs, safety, evaluation, termination of agreement, and equipment maintenance.

We agree to abide by the terms and conditions of this agreement.

Employee: \_\_\_\_\_ Date: \_\_\_\_\_

Supervisor: \_\_\_\_\_ Date: \_\_\_\_\_

President or Designee: \_\_\_\_\_ Date: \_\_\_\_\_

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