

State Human Resources Policy #E24-103.04

Telecommuting

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DEFINITIONS

Agency – The South Carolina Military Department/Office of the Adjutant General.

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

Primary Workplace – The telecommuter's usual and customary workplace.

Telecommuting - A work arrangement in which the Agency directs or permits employees to perform their usual job duties away from their primary workplace, in accordance with work agreements.

POLICY

1. General

a. Purpose. This Policy prescribes the uniform policies and procedures for telecommuting authorized in compliance with SC Code of Laws, Title 8, Section 8-11-15(B)

b. Objective. Provide guidance for supervisors, program managers/directors and procurement personnel of the Agency on the availability and use of telecommuting.

c. Applicability. This Policy is applicable to all employees of the South Carolina Military Department/Office of the Adjutant General.

2. Authorized Use of Telecommuting

a. Temporary or emergency telecommuting is the only type of telecommuting authorized for use by the Agency.

(1) The Agency will only use or direct temporary or emergency telecommuting during periods of periods when use of or travel to the Agency office locations (primary workplaces) is not allowed or possible due to unsafe condition, during periods of closure of Agency offices due to weather or emergency conditions, or pandemic health crises.

(2) During this type of telecommuting, a formal agreement is not required between the Agency and the employee.

(3) The Approval Authority for the use of temporary or emergency telecommuting by the Agency is the Adjutant General or the Deputy Adjutant General.

b. The Agency does not utilize regular, recurring telecommuting or periodic, intermittent telecommuting.

3. State employees who are designated as essential or mission-critical, or are necessary to the continuity of operations of the State and/or Agency, may be directed to report to work as needed within the sole discretion of the Adjutant General, the Deputy Adjutant General or the Director of the South Carolina Emergency Management Division (for SCEMD employees only).

4. Telecommuting is a management option and not a universal employee benefit.

a. The Agency has the option to allow or direct an employee to telecommute.

b. Employees must be able to perform all essential requirements of their job from their proposed alternate workplace in order to be eligible for telecommuting.

5. Duties, Responsibilities, and Conditions of Employment

a. The employee's duties, responsibilities, and conditions of employment of employees authorized or directed to telecommute remain the same as if the employee were working at their primary workplace.

b. The employee will continue to comply with Federal, State and Agency laws, policies, and/or regulations while working at their alternate location.

c. The employee is subject to all Agency disciplinary policies and procedures while performing work at their alternate workplace.

d. The employee will maintain their assigned work hours, must be accessible during the specified work hours, complete assigned work, and adhere to normal performance standards.

6. Pay and Attendance

a. Employees and supervisors will continue to submit and approve work hours/attendance through SCEIS in accordance with established Agency policies.

b. The employee's salary and benefits remain the same as if the employee were working at their primary workplace.

c. If the employee works less than the employee's normal work week, the Agency will adjust the salary and benefits accordingly.

7. Leave and Overtime. The Agency's Leave, Attendance and Overtime policies and procedures remain the same.

8. Office and Telecommuting Location

a. The employee may only work at their primary workplace or their 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.

b. The Agency, through the Department Head or Program Manager) will give adequate notice when these expectations are subject to change.

c. The Agency may require the employee to report to the primary workplace without advanced notice.

9. Equipment and its Maintenance

a. The Agency may provide all or part of the equipment necessary for accomplishing work assignments. However, employees may be authorized to use their own equipment.

b. State-owned equipment may be used only for legitimate state purposes by authorized employees. State-owned equipment used in the normal course of employment will be maintained, serviced, and repaired by the State.

c. When employees are authorized to use their own equipment, the use of the equipment will be at no cost to the Agency and the equipment will be maintained by the employee. The Agency will not assume responsibility for the cost of repair, maintenance, or service of the employee-owned equipment.

10. Operating Costs: The Agency will not be responsible for operating costs, home maintenance, or any other incidental costs (e.g., utilities, internet, etc.), associated with the use of the employee's residence.

11. Accident Reporting and Workers' Compensation

a. Employees performing official work duties in the alternate workplace during approved telecommuting hours are covered by existing Workers Compensation.

b. Employees will report all accidents/incidents in accordance with established Agency policies.

c. The employee remains liable for injuries or damage to the person or property of third parties or members of his family on the premises and agrees to indemnify and hold the Agency harmless from any and all claims for losses, costs, or expenses asserted against the agency by such third parties or members of the employee's family.

12. Workspace Safety

a. The employee will designate a separate work space in the alternate workplace for the purposes of emergency telecommuting and will maintain this area in a safe condition, free from hazards and other dangers to the employee and the Agency's equipment.

b. The Agency shall have reasonable access to the alternate workplace for the purposes of inspection of the site and retrieval of state-owned property.

c. Telecommuting employee are not allowed to conduct face-to-face agency-related business at the alternate workplace if it is the employee's home.

13. Liability

a. The Agency is not liable for damages to the employee's property resulting from participation in the telecommuting program.

b. The employee accepts responsibility for maintaining the security, condition, and confidentiality of Agency equipment and materials (including but not limited to files, applications, manuals, forms) that are at the alternate workplace.

c. The employee is 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.

14. Curtailment of the Telecommuting

(1) The Agency has the right to remove the employee from the program if participation fails to benefit organizational needs.

(2) In the event the employee ceases employment with the Agency, or the telecommuting arrangement is discontinued for any reason, the employee will return all work documents and Agency

equipment and supplies to the primary workplace within 48 hours or a mutually agreed upon reasonable time period.

(3) If the employee fails to return the Agency's property, the employee will reimburse the Agency for all unreturned property.

b. Termination of Telecommuting

(1) Telecommuting will cease when the conditions that were the basis for the use of telecommuting no longer exist and at the direction of the Adjutant General or the Deputy Adjutant General.

(2) The Agency may terminate the telecommuting at any time with or without cause and at its convenience. This termination is final in terms of administrative review.

(3) 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

PROCEDURE

1. Recommendation

a. Department Heads/Program Managers will make recommendations to the Adjutant General and/or Deputy Adjutant General as to which employees are eligible to temporary or emergency telecommute.

b. The Department Heads/Program Managers will:

- Provide a list of employees who being recommended for telecommuting
- Verify that the employees have the equipment and technological access necessary perform all essential requirements of their job from their Alternate Workplace
- Provide a listing of the designated Alternate Workplaces

2. The Adjutant General or Deputy Adjutant General will approve or disapprove the request. The Director of the South Carolina Emergency Management Division may approve the requests for SCEMD employees only.

3. If approved, the Department Heads/Program Manager will:

- Provide a copy of this policy to each employee approved to telecommute.
- Ensure the approved employees post notifications as appropriate containing contact information and forward all work phones to their Alternate Workplace phone number
- Maintain accountability and monitor the status of all employees approved for telework.
- Provide the State Military Department's State Human Resources Officer (State HRO) with a listing of all employee approved for temporary or emergency telecommuting, and update the listing as necessary.

4. The State HRO will provide any Telecommuting reporting as required by the State.