

Francis Marion University Telecommuting Policy

The agency director of any state agency, such as a public university, has the authority to establish a telecommuting program within the agency, based on S.C. Code 8-11-15(B) of the South Carolina Code of Laws, as amended, and the Telecommuting Guidelines established by the South Carolina Department of Administration's Division of Human Resources. Each agency director, or his designee has the ability, to set the work schedule and work location for agency employees.

The employee's duties, responsibilities, and conditions of employment remain the same as if the employee were working on the campus of Francis Marion University at any of its locations. The employee will continue to comply with federal, state, and agency laws, policies, and regulations while working at an alternate location. The employee shall remain subject to all agency disciplinary policies and procedures while performing work at the alternate workplace.

Work Hours: Work hours and location are specified as part of this agreement. The employee must be accessible during the specified work hours. FMU and the employee agree that, at FMU's discretion, the employee may perform assigned work for FMU at a location other than FMU's onsite office as a "telecommuter."

Pay and Attendance: The employee's salary and benefits remain the same as if the employee were working at FMU's primary workplace. The employee will continue to comply with federal, state, and agency laws, regulations, policies, and procedures while working at the alternate 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 (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 FMU in the same manner as when working at FMU'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 are encouraged to 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. FMU 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 FMU.

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 FMU's equipment. To ensure the safety of the work space, the

employee agrees to complete and return to FMU a Telecommuting Safety Checklist which will certify the employee's alternate workplace complies with health and safety requirements. The employee must submit this checklist to FMU before he may begin telecommuting. The employee agrees that FMU 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 FMU before moving any heavy equipment or furniture in the alternate workplace.

Equipment and its Maintenance: FMU 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.

State-Owned equipment: Authorized Use/Users – State-owned equipment may be used only for legitimate state purposes by authorized employees. **Maintenance –** State-owned equipment used in the normal course of employment will be maintained, serviced, and repaired by the state.

Employee-Owned Equipment: When employees are authorized to use their own equipment, agencies will not assume responsibility for the cost of repair, maintenance, or service.

FMU and the employee must agree upon the equipment to be used in telecommuting. The employee must protect equipment provided by FMU against damage and unauthorized use. Agency-owned equipment will be serviced and maintained by FMU. Equipment provided by the employee will be at no cost to FMU, and will be maintained by the employee. The employee agrees that FMU shall have reasonable access to the alternate workplace for business related purposes such as inspection of the space and retrieval of state-owned property. "Log out of all university resources when the computer will be unattended for a period of time (for example, lunch breaks or doctor appointments)."

Operating Costs: FMU 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: FMU'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 agency 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 FMU concerning the use of computer equipment (which may include protecting the employee's home device(s) against computer "viruses"), and understands that these rules may be changed at any time with proper notice. The employee agrees to follow agency 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 agency-owned software, and not allowing agency files to be viewed by others, and logging out of all university resources when the computer will be unattended for a period of time (e.g., , lunch break. Logout whenever leaving the telecommuting site.

Liability and Home Safety: FMU will not be liable for damages to the employee's property resulting from participation in the telecommuting program. In signing this document, the employee agrees to hold the state harmless against any and all claims, excluding workers' compensation claims. 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. No employee engaged in telecommuting will be allowed to conduct face-to-face agency-related business at the alternate workplace, if it is the employee's home. In signing this agreement, the employee 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 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 FMU harmless from any and all claims for losses, costs, or expenses asserted against FMU 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 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.

Curtailement of the Agreement: FMU 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 FMU, or this telecommuting arrangement is discontinued for any reason, the employee agrees to return all agency 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 will reimburse FMU for all unreturned property. All work documents will be returned immediately to FMU. In addition, this agreement shall automatically terminate when the employee ceases to be employed by FMU.

Termination of Telecommuting: FMU 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.