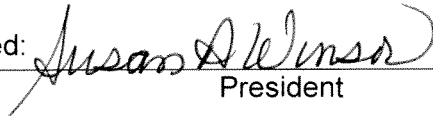



**AIKEN TECHNICAL COLLEGE
PROCEDURE**

Procedure Title:	TELECOMMUTING	Procedure Number:	3-3-111.1
Institutional Authority:	Vice President of Administrative Services		
Associated SBTCE Policy/Procedure:	8-7-106.1		
Governing ATC Policy:	3-3-111		

Approved:  President  Vice President of Administrative Services

Date Adopted: 02/11/2008
Date Revised:

DISCLAIMER

PURSUANT TO SECTION 41-1-110 OF THE CODE OF LAWS OF SC, AS AMENDED, THE LANGUAGE USED IN THIS DOCUMENT DOES NOT CREATE AN EMPLOYMENT CONTRACT BETWEEN THE EMPLOYEE AND THE AGENCY.

I. PURPOSE

The following procedure establishes the guidelines by which eligible Aiken Technical College employees may voluntarily engage in Telecommuting activities. Telecommuting is a management option and not a universal employee benefit. Additionally, this procedure outlines employee/employer responsibilities under an approved telecommuting arrangement and serves to protect the interest of the College. It is the College's option to allow an employee to telecommute based on the guidelines set forth by College procedures.

II. DEFINITION

A. Telecommuting is a work arrangement whereby selected College employees are allowed 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. 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 during the designated telecommuting hours.

- B. 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.

III. GUIDELINES

The College elects the allowance of telecommuting as a viable management option. Forms have been developed in accordance with Budget and Control Board, Office of Human Resource models¹ to include a telecommuting application, agreement, and workspace checklist. The President is the final approval authority for telecommuting applications/agreements. 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 to all areas of the College, especially those having limited staff and/or those areas requiring in-person contact with customers.

IV. ELIGIBILITY

- A. The College may identify the job classes or positions with duties or portions of duties considered appropriate for telecommuting. (See section VI, H)
- 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 President based on factors, such as recruiting, 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.

V. APPLICATION FOR TELECOMMUTING

- A. An eligible College employee shall complete an Application for Telecommuting² and submit the request to his supervisor for approval and through the Human Resources Office with final approval by the President or designee. The Application for Telecommuting shall include the minimum requirements in the State Employee Telecommuting Guidelines³. Normal workshop attendance, off-

¹ www.state.sc.us/ohr

² Addendum A

³ www.state.sc.us/ohr

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 Telecommuting Agreement⁴ to follow all requirements of the College procedure and any additional requirements agreed upon by the College and the employee.

VI. 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 during the designated telecommuting hours.
- B. Telecommuting may not be used as a substitute for other types of leave such as 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 if need be.
- D. While working away from the primary office, telecommuting employees must be accessible for communication (e.g. telephone, beeper, 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 SBTCE and College policies and procedures, while working at the alternative location. This would include compliance with the State

⁴ Addendum B

Ethics Act, which prohibits personal gain from the use of College equipment, time, or facilities.

- F. 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 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 (for non-exempt employees), 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 College in the same manner as when the employee was working at the employee's usual work location. An employee shall not work overtime unless authorized in advance by the College or as otherwise authorized by the College overtime procedure.
- H. Participation in telecommuting should be based on the ability of the employee to perform tasks that can be completed from alternative locations, 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, analysis spreadsheets, financial, editing, databases, project management, word processing, design work, graphics, computer programming, auditing, and drafting.
- I. All employees participating in a telecommuting arrangement must receive advance supervisory approval before working overtime. The employee must follow 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 timesheet submission for exempt and non-exempt employees who telecommute.
- J. The employee agrees to designate a separate workspace at the alternative site 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 workspace, the employee agrees to complete and return to the College a Telecommuting Work Space Checklist⁵, which will certify the employee's alternate workspace, complies with health and safety requirements. The employee must submit this checklist to the College before beginning to telecommute. The employee agrees that the College shall have reasonable access to the workspace for the purposes of inspection of the

⁵ Addendum C

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 use of 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 their alternate work site. The College will not be liable for injuries or damages to persons or property in the alternate work location except as provided in 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.

VII. TERMINATION OF TELECOMMUTING

- A. The College may terminate the telecommuting arrangement at any time without cause.
- B. Upon termination of the telecommuting arrangement or upon termination of employment, all College equipment, files, documents, or other State-owned equipment at the alternative work site must be returned immediately.
- C. Termination of a telecommuting arrangement is not subject to the employee grievance process.

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

VIII. REPORTING REQUIREMENTS

The College must provide to the Budget and Control Board's Office 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 Office of Human Resources upon request.

Procedure Review		
Review Date	Reviewed By	Date Completed
02/11/2011		

Addendum A:

Aiken Technical College Telecommuting Application

The decision to telecommute should be based on the ability of an employee to work in a setting that may be in his or her home or other approved area, without immediate supervision. The following tool can be used by an employee as a basis for discussing the option of telecommuting with a supervisor. The employee should submit the application to a supervisor for evaluation and final approval by the agency head or his designee.

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

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

EMPLOYEE NAME: _____

SUPERVISOR: _____

_____ 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.

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 B:

Aiken Technical College Telecommuting Agreement

This is an agreement between _____ (agency) and _____ (employee). This arrangement shall begin on _____ and will terminate at the convenience of the agency 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 Guidelines State Board for Technical and Comprehensive Education Procedure (8-7-106.1)**

(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:

General Work Hours:			
(Day)	(Hours)		(Location) P=Primary Workplace A=Alternate Workplace
	From	To	
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			
Sunday			

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 agency or state equipment that will be used at the alternate workplace (attach additional documentation if needed):

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

Special Conditions or Additional Agreements (List if applicable):

I have read and received a copy of the Telecommuting Guidelines Board for Technical and Comprehensive Education Procedure (8-7-106.1) 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: _____

Human Resources: _____

Date: _____

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Addendum C:

Aiken Technical College Telecommuting Safety Checklist

Success of a telecommuting arrangement depends on a realistic assessment of the overall safety of an employee's alternate workplace. The checklist is necessary to make the employee aware of the need for a safe workplace that is conducive to productive work. The telecommuter should read and complete the checklist regarding the designated work area, discuss any concerns, and always report accidents or injuries immediately to his supervisor.

General Environment

- _____ The work space area has adequate lighting and ventilation.
- _____ The work space is reasonably quiet and free of distractions.
- _____ Aisle, doorways, and corners are free from obstructions to permit movement.

Electricity / Equipment

- _____ There are enough electrical outlets in the alternate workplace to support the required equipment. All electrical equipment is free of recognized hazards that would cause physical harm (e.g., frayed wires, bare conductors, loose or exposed wires). If necessary, consult with an electrician or power utility company on capacity questions.
- _____ Necessary electrical outlets are three-pronged (grounded).
- _____ Computer equipment is connected to a surge protector. The equipment is placed at a comfortable height for viewing and will be powered down after the work day is over.
- _____ Computer equipment is on a sturdy, level, well-maintained piece of furniture and the keyboard and mouse are at a height that does not cause wrist strain.

Safety and Security

- _____ There is a fire extinguisher in the alternate workplace and a developed fire evacuation plan in the event of an emergency.
- _____ There is a working smoke detector in the alternate workplace.
- _____ Phone lines, electrical cords, and extension wires are secured underneath a desk or along baseboards.
- _____ There are security controls in place to protect passwords, agency-owned software, and files from unauthorized disclosure.

I, _____, understand it is my responsibility to maintain the safety and appropriate arrangement of my alternate workplace, if it is my home. I certify that my responses to the checklist are true and completed to the best of my knowledge. I understand that any erroneous, misleading, or fraudulent information is sufficient grounds for my preclusion from telecommuting.

Employee Signature

Date

Supervisor Signature

Date

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