

THE CITADEL
The Military College of South Carolina
171 Moultrie Street
Charleston, SC 29409

MEMORANDUM
NUMBER 5-120

3 August 2022

TELECOMMUTING / REMOTE WORK POLICY

1. PURPOSE

The purpose of this policy is to allow employees to work at alternate locations for all or part of their workweek, or as a condition of employment. Telecommuting is a voluntary work alternative that is appropriate for some employees and some positions but not all and shall be limited to select situations determined to be in the best interest of The Citadel. It can improve productivity and job performance as well as promote administrative efficiencies (e.g. shared office or parking space), support continuity of operations plans, and sustain the recruitment and retention of a highly qualified workforce by enhancing work/life balance. The Citadel may establish telecommuting as a temporary condition of employment and may rescind the arrangement at any time for any reason, based on the college's business needs.

2. REFERENCE

S.C. Code 8-11-15(B) of the South Carolina Code of Laws

3. DEFINITIONS

- A. Alternate Work Locations: approved locations, other than the employee's central workplace, where official college business is performed.
- B. Primary / Central Workplace: an employer's place of work where employees normally are located – The Citadel campus.
- C. Telecommuting: a work arrangement in which supervisors direct or permit employees to perform their usual job duties in an alternate work location in accordance with a telecommuting work agreement. For purposes of this policy, telecommuting incorporates hybrid and remote options.
- D. Telecommuting Agreement: The signed document that outlines the understanding between The Citadel and the employee regarding the telecommuting arrangement.

4. POLICY

A. General Expectations and Conditions

Telecommuting is a work arrangement in which supervisors direct or permit employees to perform their usual job duties in an alternate work location away from their primary onsite workplace, in accordance with work agreements. Under all arrangements, the employee may be required to report to the primary workplace without advanced notice, upon request by The Citadel. Travel expenses relating to commuting between the college and the employee's alternate work location are not reimbursable travel expenses.

1. Categories of telecommuting exist:

- a. **Regular (or Recurring) Telecommuting** work performed at an alternate work location, may be full-time or part-time, such as one or two days per week or portions of each workday. This level of telecommuting requires a formal agreement must be agreed to by the employee, supervisor, The Citadel's Chief Human Resources Officer, and respective Vice President.
- b. **Temporary (or Emergency) Telecommuting** may be used during short-term illness, transportation emergency due to weather, a natural disaster, pandemic health crises, or other similar unplanned emergent events. This level of telecommuting does not require a formal agreement but a verbal arrangement between the employee and their immediate supervisor. These arrangements should be limited to the duration of the short-term illness, transportation emergency due to weather, natural disaster, pandemic health crisis (following directives from the State), or other similar unplanned emergency event. There must be clear communication between the employee and supervisor as to the stipulations of the arrangement and resolve as to when the employee is expected to return to the primary workplace.
- c. **Job Specific Telecommuting** is determined when a specific position is designated as hybrid or remote. In this case, telecommuting is not voluntary, but is a condition of employment. This arrangement requires prior approval from the position's supervisor and the Chief Human Resources Officer. If an employee is approved for an alternate workplace outside of South Carolina, it is the responsibility of the employee to notify the Payroll Office and to ensure appropriate taxes are withheld. No work may be performed at a location outside of the United States. If, on the rare occasion the college requests the employee to report to The Citadel campus, the employee will be reimbursed by The Citadel for travel expenses, as this is not the employee's primary workplace.

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2. No Citadel employee is entitled to or guaranteed the opportunity to telecommute. For positions eligible for telecommuting, whether a particular employee may telecommute is a decision made on a case-by-basis taking into consideration an evaluation of the likelihood of the employee succeeding in a telecommuting arrangement and an evaluation of the supervisor's ability to manage remote workers.
3. Telecommuting may be considered on a case by case basis as a reasonable accommodation as provided by the American Disabilities Act for qualified employees. The Citadel may determine whether or not it is appropriate to offer telecommuting as an opportunity for partial or full return to work based on the college's return-to-work policies following an injury or illness and the criteria normally applied to decisions regarding the approval of telecommuting.
4. An employee's classification, compensation, and benefits will not change if the employee is approved for telecommuting. All telecommuting employees perform essentially the same work that they would in the central workplace in accordance with their same performance expectations and other agreed-upon terms. Employees who are approved for telecommuting will be required to sign a telecommuting agreement ([Annex A](#)) with the college consistent with this policy.
5. Employees must continue to comply with federal, state, and college regulations, policies, practices and instructions as if they were working from the primary workplace and understand that violation of such may result in the termination of the telecommuting arrangement and/or disciplinary action, up to and including dismissal. Employees who telecommute will be subject to the same policies as other employees, including policies relating to information security and data protection.
6. The Citadel assumes no liability for damages to employee's real or personal property resulting from participation in the telecommuting program. The employee accepts responsibility for maintaining the security, condition, and confidentiality of Citadel equipment and materials. No employee engaged in telecommuting will be allowed to conduct face-to-face Citadel agency related business at the alternate work location, if it is the employee's home.
7. Workers' compensation coverage will continue to exist for the employee when performing official work duties but is limited to designated work areas in alternate work locations. The Citadel assumes no responsibility for injuries occurring in the employee's alternate work location outside the agreed upon work hours or for injuries that occur during working hours but do not arise out of and in the course of employment. Employees agree to practice the same safety habits they would use on campus and to maintain safe conditions in

their alternate work locations. Employees must follow normal procedures for reporting illness or injury and for notifying the Benefits Manager, of such injuries in accordance with The Citadel's workers' compensation procedures. The employee is liable for any injuries sustained by third party visitors or family members to the alternate work site and agrees to indemnify and hold The Citadel harmless from any and all claims for losses, cost, or expenses asserted against The Citadel by such third parties or members of the employee's family.

8. Telecommuting is not a universal employee benefit. Supervisors must ensure that telecommuting decisions are made for appropriate, non-discriminatory reasons. An employee's participation in The Citadel's program is voluntary, unless Job Specific Telecommuting is a condition of employment. Telecommuting must be mutually agreed upon by the employee and supervisor who should complete the Telecommuting Request Form (where applicable) and submit to Human Resources to determine if the employee is eligible for a telecommuting arrangement, with final approval to be made by the Chief Human Resources Officer and respective Vice President. No regular or job specific telecommuting agreement or flexible work schedule may be entered into without the consent of the supervisor and the approval of the Chief Human Resources Officer and respective Vice President.

B. Flexible Work Schedule

A Flexible Work Schedule is an agreement to allow an employee to work a five-day schedule with hours that are different than The Citadel's official regular work schedule (8:30 a.m. to 5:00 p.m., Monday through Friday). A flexible work agreement does require all work to be performed at the employee's on-campus work location.

1. Departments must ensure office coverage during the normal office hours, and individual work schedules should meet campus and departmental operating and service needs. Specifically, flex schedules shall not be administered in a way that reduces the total number of hours a day The Citadel is normally open to serve the public.
2. Decisions pertaining to a flexible work schedule must be made in a fair and consistent manner taking into consideration all employees within the department and the services provided. Department heads must coordinate with their respective Dean or Vice President and Human Resources on any flexible work schedules.
3. A flexible work schedule should be maintained for an extended period of time and should not vary from week to week. An employee may not change the flexible schedule without prior approval

4. Flexible work arrangements are not appropriate for all employees or positions and are not a universal employee benefit.
5. Alternate work schedule should not result in increased costs to the department due to overtime or compensatory time.

B. Eligibility Requirements

A position being designated as telecommuting-eligible indicates whether flex-time, partial or full-time telecommuting is feasible. Some positions that are not eligible for telecommuting, including but not limited to place-specific positions such as public safety, facilities trades workers, including grounds workers, plumbers, electricians, and HVAC technicians, student health staff, TAC Officers, coaches, athletic support and operations positions, administrative support staff, library circulation and reference positions, most faculty, and ITS direct support positions. This list of positions is not exclusive, and Human Resources and the respective Vice President reserve the right to identify other positions that are not eligible for telecommuting.

Supervisors, in conjunction with Human Resources and their respective Vice President, will analyze the nature of a position and how the work is performed and determine which positions are appropriate to designate or approve for telecommuting. Several factors should be considered in determining the feasibility of telecommuting, including the college's ability to supervise the employee adequately and whether any duties require use of certain equipment or tools that cannot be replicated at home. Other critical considerations include:

1. Position Considerations:
 - a. essential job duties to be performed
 - b. the work schedule the employee will customarily maintain
 - c. the manner and frequency of communication between the employee and the supervisor
 - d. if the position requires the employee to have immediate access to documents or other information located only in the workplace
 - e. whether the telecommuting arrangement will impact service quality or college operations, or increase workload for other employees
 - f. if in-person interaction with either internal or external colleagues, clients, or customers is necessary

- g. if the position can be structured to be performed independently of others with minimal need for support and little face-to-face interaction
 - h. if performance can be measured by quantitative or qualitative results-oriented standards, not time spent doing the job
2. Employee Eligibility Considerations:
- a. applies to all full-time and part-time eligible employees
 - b. The employee has completed six months of satisfactory employment in the position (this may be waived by the Chief Human Resources Officer and respective Vice President upon special or job specific circumstances)
 - c. The employee has no active formal disciplinary actions on file for the current or immediately preceding review period
 - d. The employee's overall performance and ability to work productively on his/her own and is self-motivated and flexible

D. Hours of Work

Departments are required to ensure that appropriate coverage and services are maintained during The Citadel normal operating schedule, 8:30 am – 5:00 pm, Monday through Friday, or as may be required otherwise. Departments and employees providing direct services for students, employees or the public must ensure that those services are not negatively impacted and participation in telecommuting may be denied or limited as a result. Participation in a flexible schedule or telecommuting for employees whose physical presence is required on campus for the performance of their duties may also be denied.

1. Work hours will be specified as part of this agreement, and the employee must be accessible by phone or email during these times.
2. Working hours cannot coincide or overlap with any other type of employment.
3. Telecommuters are required to use leave when necessary to provide dependent care or when addressing other personal responsibilities. This includes time spent at doctor's appointments / caring for self or dependents or conducting any other personal business.
4. The employee's salary and benefits remain the same during this agreement, and total number of hours that telecommuting employees are expected to work will not change, regardless of work location. If specified hours are less than the standard workweek (37.5 hours), leave should be substituted to fulfill the total week's hours.

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5. Telecommuting employees who are not exempt from the overtime requirements of the Fair Labor Standards Act will be required to record all hours in a manner designated by the college. Hours worked in excess of those specified in the telecommuting agreement will require the advance approval of the supervisor and Human Resources
6. Telecommuting employees will be held to a high standard of compliance due to the nature of the work arrangement. The Citadel expects the same level of productivity from telecommuting employees that is expected from employees at the primary workplace.
7. Regular communication through weekly or monthly meetings via teleconferencing to discuss work progress is required. Supervisors may also require employees to report to the primary workplace for in-person work-related meetings or other events on a scheduled or an as-needed basis. Documentation may be required showing frequency and means as well as a weekly / monthly status report containing deliverables.

E. Equipment Needs and Costs

1. The Citadel will determine, with information supplied via the Telecommuting Request, the appropriate equipment needs (including hardware, software, modems, phone and data lines, facsimile equipment, photocopiers, etc.) for each telecommuting arrangement on a case-by-case basis. However, the college will not duplicate resources between the central work place and the alternate work location. Human Resources and Information Technology Services (ITS) will serve as resources in this matter. Equipment supplied by The Citadel will be maintained by the organization. Equipment supplied by the employee, if deemed appropriate by the organization, will be maintained by the employee. The Citadel accepts no responsibility for damage or repairs to employee-owned equipment. The Citadel reserves the right to make determinations of appropriate equipment which is subject to change at any time. Equipment supplied by The Citadel is to be used for business purposes only. The Citadel and authorized individuals may access electronic communication systems and review communications within the systems without advance notice to users of the system when The Citadel deems appropriate to do so.
2. The employee will establish a safe, appropriate work environment within his/her alternate location for work purposes. The college is not obligated to assume responsibility for operating costs associate with home maintenance, furniture, lighting, phone, data or internet connections, utilities, or other costs incurred by employees in the use of their homes as telecommuting alternate work locations.

F. Security of Information and Other Assets

The Citadel's security controls and conditions for use of Citadel owned equipment for the primary work location will also apply to alternate work locations. The employee agrees to follow Citadel 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 Citadel-owned software, and safeguarding official Citadel records, files, and documents from unauthorized disclosure or damage, and any other steps appropriate to secure information within the off-site environment, in accordance with The Citadel's ITS and Telecommunications Policies.

G. Additional Information Regarding Telecommuting and Flex-time

1. Employees entering into a flexible schedule or a telecommuting agreement may be required to forfeit use of a personal office or workstation in favor of a shared arrangement to help the College achieve efficiency and cost savings and maximize organizational needs.
2. The availability of flexible schedule or a telecommuting can be discontinued at any time at the discretion of the employer. Every effort will be made to provide fourteen (14) days' notice of such a change to accommodate commuting, child care and other issues that may arise from such a change. There may be instances, however, when no notice is possible.
3. If an employee has entered into a telecommuting agreement and their primary workplace is closed due to hazardous weather or other reason, the employee may be required to work by telecommuting even if they were scheduled to work from the primary workplace during the time the office is closed.
4. The above referenced guidelines are equally applicable to all employees at The Citadel, regardless of position, age, color, race, disability, gender, gender identity, sexual orientation, religion, national origin, genetic information, marital status, veteran status, pregnancy, childbirth, lactation, or other related medical conditions.

I. Modification or Termination of Telecommuting

A supervisor may require a test period of up to six (6) months to evaluate the success of the telecommuting / flex-time arrangement. A formal telecommuting agreement must be reviewed and updated if there is a permanent change to the employee's job duties or if the provisions of the telecommuting agreement change. Telecommuting agreements are not transferable from one position to another.

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The Citadel may modify or terminate the telecommuting or flexible schedule arrangement at any time with or without cause, 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 nor is a grievable action under the State Employee Grievance Procedure Act. In addition, this agreement shall automatically terminate when the employee ceases to be employed by The Citadel.

In the event the employee ceases employment with The Citadel or this telecommuting arrangement is discontinued for any reason, the employee agrees to return all Citadel equipment, supplies, and files to the primary workplace within 48 hours or a mutually agreed upon reasonable time period. If the employee fails to do, he/she will be obligated to reimburse The Citadel for all unreturned property.

5. COMPLIANCE

Failure to comply with this policy may result in disciplinary action, up to and including termination.

6. NOTES

A. Dates of official enactment and amendments:

Approved by the Vice President for Finance and Business on 3 August 2022.

B. Responsible Department:

Human Resources

C. Responsible Official:

Chief Human Resources Officer

D. Cross References:

Memo 5-110 Overtime

7. RESCISSION

Memorandum 6-103, Telecommuting Policy, dated 1 April 2015, is rescinded.

8. REVIEW

Review this policy on a biennial basis.

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OFFICIAL

CHARLES CANSLER
Colonel, SCMU
Vice President for Finance and Business

Annex A – [Telecommuting Request Form](#)

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THE CITADEL	
TELECOMMUTING REQUEST	
I. THIS SECTION IS TO BE COMPLETED BY THE RECIPIENT AND FORWARDED TO THEIR DEPARTMENT HEAD.	
Employee's Name:	CWID:
Employee's Classification:	Rate of Pay:
Department:	Supervisor:
Proposed Telecommuting Schedule (Days/Hours):	
Please describe how the job responsibilities are suited for telecommuting:	
Equipment needs and associated cost	
_____ Employee's Signature	_____ Date
II. THIS SECTION IS TO BE COMPLETED BY THE RECIPIENT'S DEPARTMENT HEAD AND FORWARDED TO THE HUMAN RESOURCES DEPARTMENT.	
I have discussed the possibility of telecommuting with the above mentioned employee. I believe this employee is a good candidate based on job responsibilities and performance in his or her current position.	
Comments:	
_____ Department Head's Signature	_____ Date
III. THIS SECTION IS TO BE COMPLETED BY THE HUMAN RESOURCES	
Has the recipient met the eligibility requirements of the Telecommuting Policy? <input type="checkbox"/> Yes <input type="checkbox"/> No	
The request of the recipient has been: <input type="checkbox"/> Approved <input type="checkbox"/> Disapproved	Total hours approved: _____
Effective dates of approval: From _____ To _____	
Comments:	
_____ Chief Human Resources Officer	_____ Date