Telecommuting/Remote Employment Guidelines

Telecommuting or remote employment is a work arrangement where selected Winthrop employees are allowed to perform the normal duties and responsibilities of their positions, through the use of computers or other telecommunication equipment, at home or at an alternate work location apart from the employee's usual location of work. Telecommuting may be a part-time or a full-time arrangement. The employee may be expected to report to the official work location on a scheduled or an as-needed basis.

General Statements

1. Telecommuting is a management option and not a universal employee benefit. It is Winthrop's option to allow an employee to telecommute or work from a remote location.

2. An employee's participation in Winthrop's telecommuting program is voluntary.

3. The Vice President for Human Resources, Employee Diversity, and Wellness shall serve as the President's designee as the Telecommuting Coordinator.

Conditions of Telecommuting

1. The employee's duties, responsibilities, and conditions of employment remain the same as if the employee were working at Winthrop's official work location. The employee will continue to comply with Federal and State laws and regulations, as well as Winthrop's policies and procedures, while working at the remote location.

2. 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, overtime, and travel entitlement as if all duties were being performed at the employee's usual work location.

3. 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 Winthrop 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 Winthrop or as otherwise authorized by Winthrop's overtime policy.

4. The employee agrees to designate a separate work space in the remote site for the purposes of telecommuting and will maintain this area in a safe condition, free from hazards and other dangers to the

Employee Initials _______   Supervisor Initials _______
employee and Winthrop's equipment. To ensure the safety of the work space, the employee agrees to complete and return to Winthrop a Telecommuting/Remote Work Space Checklist which will certify the employee's alternate work space complies with health and safety requirements. The employee must submit this checklist to the Agency before beginning the telecommuting/remote work assignment. The employee agrees that Winthrop shall have reasonable access to the work space for the purposes of inspection of the site and retrieval of Winthrop-owned property.

5. The alternate work location is considered an extension of the employee's usual work location; therefore, workers' compensation will continue to exist for the employee when performing official work duties in the defined work space during approved telecommuting hours. Any work-related injuries must be reported to the employee's supervisor immediately.

6. Winthrop may provide all or part of the equipment necessary for accomplishing work assignments.

7. Winthrop will cover the cost of installation, repair, or maintenance of State-owned equipment at the alternate work location; however, Winthrop typically should not cover the cost of repair or maintenance of the employee's personal equipment.

8. Winthrop's security controls and conditions for use of the state-owned equipment for the official work location will also apply to alternate work locations. All official Winthrop records, files, and documents must be protected from unauthorized disclosure or damage and returned safely to the official work location. The employee will return all Winthrop equipment, files, and documents to Winthrop immediately upon termination of telecommuting/remote work agreement or at the time the employee's employment with Winthrop ends.

9. No employee engaged in telecommuting/remote working will be allowed to conduct face-to-face, agency related business at his home office. An employee understands that he 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 work location.

**Termination of Telecommuting**

1. Winthrop may terminate the telecommuting arrangement at any time with or without cause, and this determination is final in terms of administrative review.