



*Office of Human Resources,
Employee Diversity, and Wellness*

Winthrop University Telecommuting Application and Agreement

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.

This application and agreement has multiple parts, all of which should be completed prior to Human Resources' review:

- The first section should be completed by the requesting employee only. This includes the proposed details of the telecommuting agreement, a description of the employee's job duties, a safety checklist, and a brief self-evaluation.
- The second section should be completed by the direct supervisor only. This includes an assessment of the position and employee for telecommuting, and justification information related to the arrangement.
- The final section is the attestation, and contains the signatures of the requesting employee, direct supervisor, department head, and the Vice President (or highest ranking employee within the division.)

The proposed telecommuting arrangement **MUST NOT** begin until Human Resources has received the completed and approved application and agreement form and provided the supervisor and employee with notification that all is in order for the arrangement to begin. If an application is denied at any step, the process will end.

We encourage both the employee and the supervisor to consider all aspects of the proposed arrangement and make an honest determination as to how remote work will impact the needs of the department and Winthrop. Remote work must be performed in a way that meets or exceeds onsite work productivity and quality. It must also ensure employee satisfaction and a positive and cohesive culture in the department (work unit) and for Winthrop. Prior to completing this form, the employee and supervisor must review Winthrop's Telecommuting Policy and the Supervisor and Employee Telecommuting Resources located on the HR website. The supervisor and the employee will be required to attest that they have reviewed the policy and resources as part of the application and approval process.

Finally, this application is **only** to be completed to establish whether regular, ongoing remote work is appropriate and it should **NOT** be used for temporary, informal, or emergency remote work.

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Answer the following questions rating your abilities, using the following scale:

(1) Never (2) Rarely (3) Sometimes (4) Usually (5) Always

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. I am capable of being productive when no one is checking in or watching at work.

I have strong organizational and time-management skills and am results-oriented. I will remain focused on work while telecommuting and not be distracted by television, housework, visiting neighbors, etc. I will manage my time and workload well, solve many of my own problems and find satisfaction in completing tasks on my own. I am comfortable setting priorities and deadlines and can keep my sight on results.

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.

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.

I have effective working relationships with co-workers and will be able to maintain such communications while telecommuting.

I am adaptable to changing routines and environments and have demonstrated an ability to be flexible about work.

I am an effective communicator. I have demonstrated effective communication between supervisors and co-workers, and I am comfortable using various methods of communication.

I am in good standing with the agency on my previous and current performance reviews and have no recent disciplinary actions.

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 on-site supervision or contact with students or customers.

My job requires low face-to-face communication, and I have the ability to arrange days when communication can be handled by telephone, email or other electronic means.

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 workflow.

Is my alternate workplace an appropriate environment for telecommuting? (Check those that apply)

I have a safe, comfortable workspace 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 sufficient internet access and speed.

I have household members who will understand that I am working and will not disturb my work.

I understand that I am prohibited from providing dependent care (either to a child or an adult) during work hours. I understand that all personal activities, including child and dependent care, pet care, housework, yardwork, personal errands, etc., must be done only during established break times, lunch time and before and after work hours.

I understand and agree that I must use accrued leave when providing dependent care or when addressing other personal responsibilities during work hours. This includes time spent caring for an ill household member or other person.

I certify that my home or rental insurance does not prohibit a home office.

I have reviewed the relevant zoning requirements to ensure a home office is permitted.

Review the following telecommuting standards, and initial each to indicate your understanding.
I understand that all prior and current obligations, responsibilities, terms and conditions of employment with Winthrop University still apply while telecommuting, except those obligations and responsibilities specifically addressed in this document. I will continue to comply with federal and state laws and regulations while working at my alternate workplace. I will comply with and remain subject to all Winthrop policies and procedures, including all disciplinary policies, while performing work at my alternate workplace. I will comply with the Winthrop's Telecommuting Policy and the guidelines outlined in this agreement.
I understand that telecommuters are expected to be working and focused on the performance of their job duties during all work hours. All personal activities, including child and dependent care, pet care, housework, yardwork, personal errands, etc., should be done only during established break times, lunch time and before and after work hours. I further understand that telecommuters are required to use accrued leave when necessary to provide dependent care or when addressing other personal responsibilities. This includes time spent caring for an ill household member or other person.
Working hours cannot coincide or overlap with any other type of employment.
I understand that telecommuting is a time-limited management option and not a universal employee benefit. It is Winthrop's option to allow me to telecommute at this time. Winthrop's approval of my request to telecommute can be revoked at any time for any reason.
Winthrop retains the right to modify this agreement as time progresses to ensure the needs of the position are being satisfied, remotely or otherwise. I understand that Winthrop will establish agreed-upon expectations relative to the time I will need to spend in the primary workplace (on campus) and to give adequate notice when these expectations are subject to change, when possible. I also understand that I may be required to report to the primary workplace without advanced notice, upon request by Winthrop.
While telecommuting, my salary and benefits will remain the same as if I was working at Winthrop's primary workplace. I am responsible for filing appropriate tax forms with Winthrop's Human Resources office prior to this agreement's effective date, if applicable.
A proper communications plan and schedule are essential to a successful telecommuting work plan. I will be accessible via email and/or phone, or other electronic platforms as required by my supervisor throughout established work hours. I am required to attend all meetings via phone and/or videoconferencing methods just as if I were working on-site. I will continue to work with other team members on projects and in the pursuit of operational tasks.
I am responsible for all expenses related to travel for onsite (on-campus) visits. Expense and travel of, and related to, training opportunities not on Winthrop's premises will be the responsibility of Winthrop to the same extent as if I were not working remotely.
The alternate workplace is considered an extension of my primary workplace; therefore, workers' compensation will continue to exist for me when performing official work duties in the alternate workplace during approved telecommuting hours. Any work-related injuries must be reported immediately to my supervisor and the appropriate personnel in the Environmental Health and Safety department. I understand that I remain liable for injuries or damage to the person or property of third parties or members of my family on the premises, and agree to indemnify and hold Winthrop and its employees and agents harmless from any and all claims and demands for damages, injuries, losses, costs, or expenses asserted against Winthrop by any third parties or members of my family.
This telecommuting agreement may be reviewed, modified, or terminated by Winthrop at any time. This agreement will terminate with two weeks' notice, when possible, if Winthrop determines in its sole discretion that the telecommuting agreement no longer serves the best interest of the institution. Upon termination of this agreement, I will be expected to return to working at the primary workplace. Failure to do so could result in disciplinary action up to and including termination of employment. By participating in a telecommuting arrangement, I agree that the revocation of the right to perform work from an alternate workplace will not constitute an involuntary reassignment under the State Employee Grievance Procedure Act.
My supervisor has reviewed my performance expectations with me, and these expectations are documented.

<p>In signing this document, I agree to hold Winthrop harmless against any and all claims, excluding workers' compensation claims, and in particular claims associated with any of the following:</p> <ul style="list-style-type: none"> ▪ Winthrop will not be liable for damages to my property resulting from participation in telecommuting. ▪ I accept responsibility for maintaining the security, condition, and confidentiality of the Winthrop's equipment and materials (including but not limited to files, applications, manuals, forms) that are at the alternate workplace. ▪ No employee engaged in telecommuting is allowed to conduct face-to-face Winthrop-related business at the alternate workplace and shall not meet with students or minors at the alternate workplace. ▪ I understand that I will be liable for injuries or damages to the person or property of third parties or any members of my family in the alternate workplace, and my signature on this agreement is my attestation that my alternate workplace is free of safety and fire hazards.
<p>I understand that telecommuting agreements are not transferable from one position to another and this agreement is valid only for my position at the time the agreement is signed.</p>
<p>I understand that I should have no expectation of privacy when using Winthrop-owned equipment, or when conducting Winthrop business using personal devices, including cell phones.</p>
<p>I agree that any tax implications of telecommuting are entirely my responsibility as the telecommuter. Telecommuters are encouraged to seek professional advice in this area.</p>
<p>I understand that in the event Winthrop's campus is closed due to hazardous weather or for any other reason, I will be required to work by telecommuting even if I am scheduled to work on campus during the time the office is closed.</p>
<p>Please review the safety checklist for your proposed alternate workplace and initial each to indicate your understanding.</p>
<p>My alternate work location has adequate lighting and ventilation.</p>
<p>My alternate work location is reasonably quiet and free of distractions.</p>
<p>My Winthrop-owned and/or my personal computer/equipment is located in a secure location that mitigates unauthorized access, theft, and damage.</p>
<p>Aisles, doorways, and corners are free from obstructions to permit movement.</p>
<p>There are enough three-pronged (grounded) electrical outlets connected to a surge protector in the workspace 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, I will consult with an electrician or power utility company on capacity questions.</p>
<p>Equipment is placed at a comfortable height for viewing and I understand I must logoff at the end of my workday. 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, neck, or shoulder strain. Phone lines, electrical cords, and extension wires are secured underneath a desk or along baseboards.</p>
<p>I understand that any special equipment or software required to accommodate my physical needs due to the remote work environment may result in my ineligibility to telecommute based on the cost, maintenance, supervision, training, or other reason that would require my work to take place at the primary work location.</p>
<p>Security controls are in place to protect passwords, Winthrop-owned software, data and files from unauthorized disclosure.</p>
<p>Data will be stored only on approved institutional storage that ensures confidentiality, availability, and data integrity (i.e. Office 365 suite of tools – OneDrive, Teams, OneNote). At no time should data be stored exclusively on the local drive. OneDrive is the only authorized data synchronization solution for Winthrop business.</p>
<p>If phone forwarding is needed, I will work with IT to ensure it is set up correctly.</p>
<p>I understand that if I am not using a wired connection at my approved remote location, the Wi-Fi network must be secured with at least WPA/WPA2 encryption and with a complex password/phrase.</p>
<p>All hosts that are connected to the Winthrop's network must use up-to-date anti-virus software, keep virus definitions up to date, and run regular scans.</p>
<p>Fire extinguisher is located in the alternate workplace and a developed fire evacuation plan is in place, in the event of an emergency. There is a working smoke detector in the alternate workplace.</p>

PART II (To Be Completed by the Supervisor)	
Direct Supervisor Contact Information	
Name	Department
CWID	Phone
Job Title	Winthrop Email
Is the remote work location in South Carolina, or the greater Charlotte, North Carolina area? <i>If answering "No", contact HR for additional information regarding approval of other remote work locations.</i>	Yes No
Are you in agreement with the requested work schedule?	Yes No
Is this position appropriate for remote work?	Yes No
<i>If answering "No" to either of the above two questions, please work with your employee to amend and re-submit Telecommuting Application and Agreement, if appropriate. Please provide clarification or additional details on any changes being made to the proposed telecommuting arrangement.</i>	
Can all job duties be performed off-site? <i>If answering "No", which duties will be performed remotely and how will the other duties be covered?</i>	Yes No
Is this employee well-suited for remote work? Is the employee reliable? Do prior performance reviews support being entrusted with this arrangement? <i>Provide justification for your answer below.</i>	Yes No
Does this employee supervise or manage other employees? <i>If answering "Yes", have arrangements been made to ensure how the needs of the employees supervised by the telecommuting employee will be met?</i>	Yes No
How will you monitor productivity and quality of work for this employee? Describe any methods, goals, or metrics that you plan to implement.	
How will you promote engagement with the remote employee, or within your team (if applicable) while they are working off-site?	
How will your department and Winthrop benefit from cost savings or increased efficiencies related to this remote work plan?	
What costs (if any) will be incurred by the department if this arrangement is approved? (e.g. \$1,200 for new laptop, etc.)	

<p>Per Winthrop’s Telecommuting Policy, telecommuting arrangements can be offered to employees who have satisfactorily completed the one year probationary period. Has the requesting employee completed the initial one-year probationary period? <i>If answering “No”, please include justification for exemption to the policy below, to be reviewed and approved by the President.</i></p>	<p>Yes No</p>
<p>Please include any additional justification or comments related to this application.</p>	
<p>EMPLOYEE AND SUPERVISOR ATTESTATION</p>	
<p><i>By submitting this Telecommuting Application, I agree that all information provided is accurate, all necessary steps or actions have been taken to effectively support this request, and that I have read and reviewed the Telecommuting Policy and the Telecommuting Toolkit for Supervisors and Employees information available on the HR website. I understand that the decision to approve individual remote work plans will be made by the divisional Vice President (or most senior ranking official within the division) and Human Resources, and that any decisions or arrangements can be altered based on Winthrop or departmental needs. I understand that I may not begin telecommuting until and unless my application is approved and I am notified by Human Resources. I understand that I am bound by all standards as described in the Winthrop’s Telecommuting Policy, the Telecommuting Toolkit for Supervisors and Employees, and this Agreement.</i></p>	
<p>SUPERVISOR</p>	
<p>REQUESTING EMPLOYEE</p>	
<p>APPROVALS <i>(Skip to the next level if not applicable)</i></p>	
<p>DEPARTMENT HEAD</p>	
<p>VICE PRESIDENT</p>	
<p>HUMAN RESOURCES REVIEW</p>	
<p>Form (above) completed and acknowledged appropriately Employee Eligibility Criteria met: Completed Probationary Period EPMS rating (two most recent) are meets or above with no areas of caution HR agrees with telecommuting arrangement</p>	
<p>Approved Telecommuting start date</p>	
<p>VP OF HUMAN RESOURCES</p>	

Human resources will notify the employee and the supervisor when the request to telecommute has been approved and provide an official telecommuting start date for the employee. This application and agreement will be maintained in the employee’s HR personnel file. Questions may be submitted to hrhelp@winthrop.edu.