

1.1.C.9 Staff Alternative Work Schedule and Remote Work

I Policy Index:



Date Signed: February 07, 2022
Distribution: Public
Replaces Policy: N/A
Supersedes Policy Dated: 12/12/2019
Affected Units: All Units
Effective Date: February 08, 2022
Scheduled Revision Date: November 2022
Revision Number: 18
Office of Primary Responsibility: DOC Administration

II Policy:

The Department of Corrections (DOC) encourages supervisors to accommodate staff members' scheduling requests through an alternative work schedule or approval of remote work, when possible.

III Definitions:

None

IV Procedures:

1. Alternative Work Schedule Guidelines:

- A. Guidelines for alternative and remote work schedules are available within the Bureau of Human Resources (BHR) *Alternative Work Schedule Policy* (See [Attachment 1](#)), and *Remote Work Schedule Policy* (See Attachment 3) which are located on the BHR website (<http://bhr.sd.gov/>).
- B. Sufficient staff shall be scheduled for each workday to ensure the safe, and efficient operation of the institution or unit.
- C. Approval of alternative work schedules and remote work requests will be considered on a case-by-case basis.
- D. Once approved, the alternative work schedule shall remain in effect until terminated by either the DOC or the staff person.
- E. Supervisors may discontinue or temporarily suspend alternative work schedules and remote work agreements when necessary. Alternative work schedules and remote work agreements may also be altered if work needs change, or if safety, security or the disciplined operation of the institution or unit is or may be adversely affected.
- F. Alternative work schedules will not be approved in place of when an appropriate extended leave request, such as Family and Medical Leave Act or sick leave is required.

2. Application for an Alternative Work Schedule:

- A. Eligible staff may complete the *Request for an Alternative Work Schedule (AWS)* form to request an alternative work schedule (See [Attachment 2](#)).
- B. The *Request for an Alternative Work Schedule (AWS)* may also be obtained on the BHR website.
- C. Staff must forward the completed *Request for an Alternative Work Schedule (AWS)* form to their supervisor.
- D. Supervisors shall forward a copy of the staff member's completed *Request for an Alternative Work Schedule (AWS)* form and their decision to the request, whether approved or denied, to the respective Human Resource Manager assigned to the facility or unit.

3. Remote Work Policy

- A. Eligible staff may complete the *Remote Work* documents to request a remote work schedule (See Attachments 3-6).
- B. Staff are encouraged to review the Remote Work Policy ([Attachment 3](#)).
- C. Staff must complete and submit the Remote Work Request Form ([Attachment 4](#)).
- D. Staff must complete and submit the Remote Work Safety Checklist to your supervisor ([Attachment 5](#)).
- E. If the request for remote work is approved, then staff must complete and submit the Remote Work Agreement to their supervisor ([Attachment 6](#)).

V Related Directives:

BHR Policy – [Alternative Work Schedule Policy](#)

BHR Policy – [Remote Work Policy](#)

VI Revision Log:

New policy in July 2003.

Removed revisions from 2005-2009.

November 2010: Revised formatting of Section I.

January 2012: Deleted “Non-Public” and Replaced with “Public”.

December 2012: Deleted “Bureau of Personnel” and Replaced with “Bureau of Human Resources” throughout policy.

November 2013: Reviewed with no changes.

November 2014: Reviewed with no changes.

November 2015: Reviewed with no changes.

November 2016: Reviewed with no changes.

November 2017: Reviewed with no changes.

November 2018: Reviewed with no changes.

December 2019: Added B, C, D, and E. to Section 1.

January 2022: Policy Title: Added “and Remote Work”; 1.A: Added “Remote Work” and attachment reference; 1.C: Added “and remote work requests”; Added a new 1.D: “Once approved, the alternative work schedule shall remain in effect until terminated by either the DOC or the staff person.”; Added “3. Remote Work Policy and subsections A-E”; 1.E: Added “and

remote work agreements”; in two places; **V** Related Directives: Added “BHR – Remote Work Schedule”; **Added** Attachment #3: “Remote Work Policy”; **Added** Attachment #4: “Remote Work Request Form”; **Added** Attachment #5: “Remote Work Safety Checklist”; **Added** Attachment #6: “Remote Work Agreement.”

<i>Doug Clark (Original signature on file)</i>	<i>02/07/2022</i>
Doug Clark, Interim Secretary of Corrections	Date

Attachment 1: Alternative Work Schedule Policy

The *Alternative Work Schedule Policy* is located on the BHR website.

Alternative Work Schedule Policy

It is the goal of the state of South Dakota to provide employees with a work environment that allows them to balance work and life activities. As an employer, the State recognizes the need for flexibility in scheduling to provide employees the opportunity to participate in family and community activities. To achieve this goal, employees and supervisors are encouraged to use alternative work schedules. Alternative work schedules will enable managers to meet their program goals and provide better customer service while, at the same time, allowing employees to be more flexible in scheduling their personal activities.

Alternative Work Schedules Available

Flexible work schedule: With supervisory approval, employees may select alternative starting and stopping times during the workweek. The starting and stopping times and the lunch period are fixed for the duration of the flexible schedule unless the supervisor discontinues or temporarily suspends the flexible work schedule. Salaried employees on a flexible work schedule may be required to work additional hours or adjust their schedule to meet the requirements of their position.

Permanent reduced work schedule: With supervisory approval, hourly and salaried employees may reduce the number of hours worked each week. Employees on a reduced work schedule will be considered permanent part-time employees and will earn less leave and pay based on the reduced number of hours worked. If employees work less than 20 hours per week, they are not entitled to health, life, or retirement benefits. This is a permanent schedule and is not intended for seasonal fluctuation.

Flex time: With supervisory approval, employees may occasionally modify their daily work schedule. Adjustments may be made at any time to allow employees flexibility in their schedule during the week. Hourly employees must make up hours flexed at a different time during the work period. Hourly employees who are unable to make up hours flexed during the work period must take either paid or unpaid leave. Salaried employees may not flex an entire day.

Compressed work schedule: With supervisory approval, full-time hourly and salaried employees may work their normally scheduled number of hours each work period in less than 5 days.

Examples are four 10-hour days or four 9-hour days and one 4-hour day. Since full-time employees are entitled to a maximum of 8 hours for a holiday, hourly employees working a compressed work week may be required to adjust their work week or take paid or unpaid leave during a work period that includes a holiday. Salaried employees must have a set schedule and take leave for any day in which they will be absent during all scheduled hours regardless of the number of hours worked during the week. Salaried employees on a compressed work schedule may be required to work additional hours or adjust their schedule to meet the requirements of their position.

Work Adjust: Work adjust is adjusting hours for work performed outside the normal work schedule to meet the requirements of the agency. Work adjust is intended for short term changes to an employee's schedule to meet workload requirements. Work adjust applies to hourly employees and is not appropriate for salaried employees.

Eligibility for Alternative Work Schedules

Supervisors will work with employees and attempt to accommodate their scheduling requests. Alternative work schedules, however, may not be available to every employee at any time because of customer service requirements. If alternate work schedules are not possible, the supervisor should explain why the request for an alternative work schedule cannot be honored.

Guidelines

Principal administrative offices will be open during the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, including the noon hour. Service to both internal and external customers must be maintained or improved.

Rest periods are a normal part of the work schedule and cannot be accumulated or be included as a basis for a flexible work schedule. A lunch break of at least 30 minutes of uninterrupted time is recommended.

Responsibilities

Teamwork among employees and agency management is an important factor in implementing alternative work schedules and achieving positive benefits associated with alternative work schedules. Meaningful work must be available for the employee during the entire alternate work schedule. Supervisors and employees are mutually responsible for ensuring successful alternative work scheduling programs.

Supervisors shall:

1. Ensure adequate, not minimal, staff is available to serve the needs of the public. Both internal and external "customer" needs will be considered to determine adequate staffing.
2. Ensure that alternative work schedules are administered consistently and equitably.
3. Ensure alternative work schedules do not cause or contribute to the need for additional staff or overtime work.
4. Ensure work that requires regular supervision or essential interaction with other staff is scheduled when supervisors and interacting staff are available.
5. Ensure the work site has adequate supervisory and management coverage at all times.

Employees shall:

1. Plan and organize their time to meet the job requirements established by the supervisor. This includes answering your phone during all alternative work hours.
2. Participate in the resolution of conflicts between the job and the alternative work schedule and inform the supervisor when coverage is not adequate.
3. Be able to meet workload requirements and be available for scheduled conferences and meetings. The requirements of the job always take precedence over the alternative work schedule.
4. Not engage in excessive socializing prior to the beginning of their workday when employees are already engaged in their work schedule. This can be disruptive to the work patterns of employees with earlier starting times.
5. Record actual hours worked for each day on the time form.

Procedures for Requesting an Alternative Work Schedule

A Request for an Alternative Work Schedule (AWS) form must be completed by the employee and submitted to the supervisor for approval if the employee wants to participate in a flexible work schedule, a permanent reduced work schedule or a compressed work schedule. A copy of this form should be sent to your Human Resource Manager to be placed in the employee's personnel file. A form is not required to participate in occasional flex time.

Changes to Work Schedules

Alternative schedules do not alter the responsibility and authority of supervisors to establish and change work schedules without prior notice. Supervisors may discontinue or temporarily suspend alternative work schedules when necessary. Alternative work schedules may also be altered if work needs change or if service is impaired.

To ensure an opportunity for all employees to request an alternative work schedule and to ensure the schedule remains workable for the employee and the agency, requests for flexible work schedules, permanent reduced work schedules, and compressed work schedules will be submitted and reevaluated at least every six months.

Please contact your agency human resource manager if you have any questions relating to the alternative work schedule policy.

Attachment 2: Request for an Alternative Work Schedule (AWS)

The [Request for an Alternative Work Schedule \(AWS\)](#) form is located on the BHR website.

REQUEST FOR AN ALTERNATIVE WORK SCHEDULE (AWS)

This form is to request participation in the Alternative Work Schedule (AWS) program, change your existing alternative work schedule option, or discontinue participation in the alternative work schedule program. Complete the information below and forward your request to your supervisor for consideration.

Employee's Section:

Start AWS Change Current AWS Discontinue AWS Continue Current AWS

Select AWS Option:

Flexible Work Schedule:
 -Indicate work hours and lunch period: _____

Reduced Work Schedule:
 _____-hour work week. Indicate preferred schedule including lunch period: _____

Compressed Work Schedule:
 -Indicate work days and work hours including lunch period: _____

I understand this schedule may be discontinued or altered at any time depending upon the staffing need of the agency.

Employee's Name (Please Print) _____ _____ _____
Employee Number Date Employee's Signature

Supervisor's Selection:

I understand it is my responsibility to ensure the office is open for business during scheduled office hours with adequate staff to serve the needs of the public and administration.

Approved If approved, alternative work schedule approved, if different than requested above: _____

Disapproved If disapproved, state reason for denial: _____

Supervisor's Signature _____ _____ _____
Date Next Level Supervisor's Signature (If Applicable) Date

Human Resource Manager Initials _____

Forward all forms approved and denied to agency human resource manager.

Attachment 3: Remote Work Policy

The [Remote Work Policy](#) is located on the BHR website.

STATE OF SOUTH DAKOTA REMOTE WORK POLICY

I. OVERVIEW

- A. **Policy Statement.** This policy provides guidelines when a remote work arrangement meets the business needs of the agency.
- B. **Scope.** This policy applies to all eligible employees of the executive branch under the purview of the Governor.
- C. **Definitions.**
 1. **Remote Work** is the performance of job duties on a regular, recurring basis at an alternate location not owned or leased by the State and other than a position's typical work site.
 2. **Remote Work Agreement** is a signed document that outlines the understanding between the agency and the employee regarding the remote work arrangement.
 3. **Remote Work Office** refers to the approved alternative location that is not owned or leased by the State in which an employee is authorized to conduct work off-site.
 4. **Remote Worker** is an employee who has entered into a remote work agreement with his or her agency.
- D. **Eligibility.** Eligibility is determined on a case-by-case basis with approval of the employee's supervisor, division director, and agency head.
- E. **Exclusions.** This policy doesn't apply to employees who:
 1. Work at home on a short-term basis as a temporary reasonable accommodation;
 2. May work occasionally at home for various reasons; or
 3. Work from home under business continuity or pandemic situations.
- F. **Length of the Remote Work Agreement.** Once entered into, the remote work agreement is in effect until terminated by the agency or the employee. At a minimum, the agreement must be reviewed annually.

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Last Approved: December 26, 2019

II. GENERAL STANDARDS AND EXPECTATIONS

The ability to remote work is discretionary on the part of management, and voluntary on the part of the employee. The ability to remote work is NOT an employee benefit or right; it does NOT change the terms and conditions of employment with the State; and it is NOT appealable under the Civil Service rules.

Not all work situations or positions are appropriate for remote work, nor is remote work appropriate for all employees. Any agency that permits remote work must ensure that appropriate training, work environment, and expectations are provided.

III. EMPLOYEE EXPECTATIONS

- A. **Compliance.** The remote worker must comply with all the terms of the Remote Work Agreement, state employee policies and procedures, agency-specific policies and procedures, and applicable laws and rules.
- B. **Dependent Care.** Remote work hours are regular work hours and are not a substitute for dependent care.
- C. **Work Schedule.** Work hours and location must be specified in the Remote Work Agreement as determined by the supervisor.
- D. **Privacy and Security.** The type of confidential or sensitive information must be documented in the Remote Work Agreement and storage protocols followed.
- E. **Equipment Responsibility.** The remote worker is responsible for insuring and properly maintaining employee-owned equipment.
- F. **Return of Equipment.** The remote worker must return all state-owned hardware, software, equipment, furniture, supplies, documents, and other information or property to a designated location upon request or at the end of the Remote Work Agreement, whichever is sooner.
- G. **Notice to Supervisor.** The remote worker must immediately notify the remote worker's supervisor of a malfunction or failure of equipment or facility needed to perform the assigned work.
- H. **Performance.** A decline in job performance may result in termination of the Remote Work Agreement.

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- I. **Inclement Weather.** A remote worker who is scheduled to work at a remote work office on a day when state offices in the same county have been closed due to an emergency is expected to work as scheduled unless excused from working by his or her supervisor.
- J. **Taxes.** Federal tax implications of remote working and use of a home office are the responsibility of the remote worker.

IV. **EQUIPMENT AND MATERIALS**

- A. **Agency-provided Equipment.** State agencies may provide, at their sole discretion, office equipment and supplies deemed necessary to perform work off-site. State agencies will maintain an inventory of provided property and equipment.
- B. **Remote Work Office.** By entering into a remote work agreement, the employee agrees that the remote work office is subject to review and approval by the supervisor.
- C. **Employee-owned Equipment.** State agencies may allow the remote worker to use employee-owned computer hardware equipment and software that is necessary to perform assigned work off-site. The remote worker is responsible for insuring and properly maintaining employee-owned equipment.
- D. **Repair of Employee-owned Equipment.** State agencies may elect to provide maintenance and repair for employee-owned equipment, hardware, and software. Such an arrangement must be included in the Remote Work Agreement.
- E. **Facility Costs and Responsibilities.** The remote worker is responsible for establishing and maintaining a safe and secure office in the home, including ensuring that adequate and reliable utility resources are present (i.e. phone and internet services). The remote worker is responsible for all costs related to modification of the remote work office including but not limited to remodeling or electrical modifications.

The agency is not responsible for operating costs, home maintenance, or any other costs (e.g., utilities, internet services, furniture), associated with the use of the remote worker's home as the remote work office.
- F. **Commuting.** If a remote worker's remote work office and home station work site are different, mileage between the two is considered commuting mileage and is not subject to reimbursement. Similarly, the remote worker will not be compensated for time spent commuting between the remote work office and the home station work site during normal working hours.

V. **DATA AND SECURITY**

The remote worker and supervisor must agree on data security and a transfer process necessary to meet the needs of the agency, to protect the security of data, and to comply with applicable federal and state laws, policies, and procedures. Data, in whatever form (paper or electronic) created or maintained during a remote work agreement is and remains the property of the State and is subject to South Dakota open records laws and agency records retention policies.

VI. **LIABILITY**

- A. **Extension of State Agency.** The remote work office is considered an extension of the state agency during the agreed upon work hours. The remote worker must protect the work space from hazards and dangers that could affect the remote worker or equipment.

The employee must complete and return to the agency a State of South Dakota Remote Work Office Safety Checklist, which will certify that the remote work office complies with the listed requirements to ensure the safety of the workspace. This checklist must be completed and approved by the supervisor prior to remote work beginning. The checklist will be placed in the employee's personnel file.
- B. **State-owned Equipment.** A state agency representative may make visits to the remote work office during regular scheduled work hours to ensure that the equipment and work area are free from hazards, and to maintain, repair, inspect, or retrieve state-owned equipment, software, data, or supplies. State agencies are responsible for insuring state-owned equipment.
- C. **Third Party Liability.** Agencies do not assume responsibility for third party injury or property damage that may occur at the remote work office, such as injury to a courier driver. The agency will not be liable for damages to the remote worker's property resulting from participation in a remote work agreement. If the remote work office is the teleworker's home, the teleworker must have adequate renter's or homeowner's insurance. By signing the Remote Work Agreement, the remote worker agrees to hold the State harmless against any and all claims, excluding workers' compensation claims. The remote worker accepts responsibility for maintaining the security, condition, and confidentiality of agency equipment and materials that are at the remote work office. If an agency representative is visiting the remote work office on state business and is injured, the injury may be covered by workers' compensation. If the remote work office is the employee's home, the teleworker cannot conduct face-to-face agency-related business at the remote work office.

D. **Workers' Compensation.** A remote worker is covered by the State's workers' compensation laws while in remote work status (i.e., working). Any injury that occurs within the course and scope of employment must be reported to the supervisor immediately, within 3 business days. The remote worker's office is considered an extension of state work space only during scheduled remote work hours for purposes of workers' compensation. The agency assumes no liability for injuries occurring to the remote worker at the remote work office when the injuries are not sustained in conjunction with the employee's regular duties. The remote worker is liable for any injuries sustained by visitors to the remote work office if it is located at the remote worker's home.

When the remote worker performs any part of his or her state job duties in a remote work office located outside the boundaries of the State of South Dakota, it may be necessary for the agency to purchase workers' compensation liability coverage in the state where the remote work office is located. In such a situation, the agency should contact the Department of Labor and Regulation Workers' Compensation Program, or the agency's attorney prior to establishing a remote work agreement.

VII. **TERMINATION OF REMOTE WORK AGREEMENT**

The State will not be held responsible for costs, damages, or losses resulting from cessation of participation in a remote work agreement.

VIII. **REMOTE WORK AGREEMENT**

- A. **Agreement Required.** State agencies shall complete a Remote Work Agreement when authorizing the use of this policy with an employee. (See *State of South Dakota Remote Work Agreement*). Any employees who were in an agency-approved remote work arrangement prior to the effective date of this policy must comply with this policy, including entering into a new or amended Remote Work Agreement.
- B. **Termination or Amendment of the Agreement.** The agency has the right to terminate or amend the Remote Work Agreement and instruct the employee to resume work at a designated work site at any time. There exists no right to remote work. A remote work agreement should be reviewed when the remote worker has performance issues, there is a change in job responsibilities, or when the agency's needs are not being met. An appropriate transition plan will be developed given the specifics of the situation leading to the termination or amendment of the agreement.

The remote worker may also terminate the Agreement at any time. The remote worker must give advance notice to his or her supervisor of the termination of the Agreement to provide the

supervisor with time to ensure that adequate space is available at an agency work site, to maintain employee schedules, and to ensure that business needs are met.

IX. **RESPONSIBILITIES**

Agencies are responsible for complying with the terms of this policy, managing the implementation of remote work in their agency, and drafting any corresponding agency-specific remote work procedures they deem necessary.

FORMS AND INSTRUCTIONS

State of South Dakota Remote Work Office Safety Checklist

State of South Dakota Remote Work Request Form

State of South Dakota Remote Work Agreement

Attachment 4: Remote Work Request Form

The [Remote Work Request Form](#) is located on the BHR website.

State of South Dakota Remote Work Request	
EMPLOYEE SECTION	
<i>Instructions:</i> <ul style="list-style-type: none">Complete the Employee's Section if you wish to request a remote work arrangement.Complete the State of South Dakota Remote Work Office Safety Checklist formSubmit both completed forms to your supervisor.Your supervisor will notify you of the decision (or status of the decision) within four weeks.	
Name: _____	
Classification or job title: _____	
Employee number (the number used for TKS): _____ Position number (if known): _____	
Requested remote work office address: _____ <i>Physical Address</i>	
City _____ State _____ Zip _____	
Is the requested remote work office in a home residence ? <input type="checkbox"/> Yes <input type="checkbox"/> No	
NOTICE: Please complete the Remote Work Office Safety Checklist.	
Requested work schedule: <input type="checkbox"/> Monday <input type="checkbox"/> Tuesday <input type="checkbox"/> Wednesday <input type="checkbox"/> Thursday <input type="checkbox"/> Friday <input type="checkbox"/> Saturday <input type="checkbox"/> Sunday	
Hours on remote <u>work days</u> when I will be working and available to my supervisors and coworkers: _____ to _____	
Email I can be reached at during remote work hours: _____	
Telephone number(s) I can be reached at during remote work hours: _____ <i>Mobile Landline</i>	
The advantages of this remote work arrangement to both me and my agency are: _____	
Acknowledgement: I understand approval or denial of this request is at my agency's discretion and is not an appealable decision. I understand that if I am approved for a remote work arrangement, I will be required to sign a written agreement that identifies the specific provisions of the remote work <u>arrangement</u> and that violation of any provision of the agreement and state policies may result in immediate termination of the arrangement and disciplinary action.	
Employee Signature _____	Date _____

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SUPERVISOR SECTION	
<i>Instructions:</i> <ul style="list-style-type: none">Ensure the Employee Section and the State of South Dakota Remote Work Office Safety Checklist are completed.Recommend approval or denial and provide comments regarding your recommendation.Forward this form to management within two weeks.Notify the employee of the decision upon notification from Human Resources.	
Recommendation: <input type="checkbox"/> Approve <input type="checkbox"/> Deny	
Comments: _____ _____ _____	
Supervisor Signature _____	Date _____
MANAGEMENT SECTION	
<i>Instructions:</i> <ul style="list-style-type: none">Indicate agreement with the determination.Obtain agency secretary/commissioner approval.Forward this form to Human Resources within two weeks.	
<input type="checkbox"/> Approve <input type="checkbox"/> Deny	
Division Director Signature _____	Date _____
Agency Secretary/Commissioner _____	Date _____
HUMAN RESOURCES SECTION	
<i>Instructions:</i> <ul style="list-style-type: none">Review and authorize the supervisor to notify the employee of the decision.Place a copy of this form in the employee file and the position file.	
<input type="checkbox"/> Supervisor notified of decision	
Human Resource Manager Signature _____	Date _____

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Attachment 5: Remote Work Safety Checklist

The [Remote Work Safety Checklist](#) is located on the BHR website.

State of South Dakota Remote Work Office Safety Checklist		
The remote work employee must read and complete this checklist regarding the remote work office area, discuss any concerns, and always report accidents or injuries immediately to his/her supervisor. If the answer to any question below is "no", a remote work arrangement may not be approved until the condition(s) is remedied.		
Safety Conditions	Yes	No
Is the workspace away from noise and distractions, and is the workspace devoted to the employee's needs?	<input type="checkbox"/>	<input type="checkbox"/>
Does the space seem adequately ventilated?	<input type="checkbox"/>	<input type="checkbox"/>
Is the space reasonably quiet?	<input type="checkbox"/>	<input type="checkbox"/>
Are all stairs with four or more steps equipped with handrails?	<input type="checkbox"/>	<input type="checkbox"/>
Are all circuit breakers and/or fuses in the electrical panel properly labeled?	<input type="checkbox"/>	<input type="checkbox"/>
Do circuit breakers clearly indicate if they are in open or closed position?	<input type="checkbox"/>	<input type="checkbox"/>
Is all electrical equipment free of recognized hazards that would cause physical harm (frayed wires, bare conductors, loose wires, flexible wires running through walls, exposed wires fixed to the ceiling, away from heat sources)?	<input type="checkbox"/>	<input type="checkbox"/>
Are electrical outlets three-pronged (grounded)?	<input type="checkbox"/>	<input type="checkbox"/>
Are hallways, doorways and corners free of obstructions to permit visibility and movement?	<input type="checkbox"/>	<input type="checkbox"/>
Are file cabinets and storage closets arranged so drawers and doors do not open into walkways, and file drawers are not top-heavy?	<input type="checkbox"/>	<input type="checkbox"/>
Do chairs appear sturdy?	<input type="checkbox"/>	<input type="checkbox"/>
Is the space free of clutter or excessive furniture?	<input type="checkbox"/>	<input type="checkbox"/>
Are the phone lines, electrical cords and extension wires secured under a desk or alongside a baseboard?	<input type="checkbox"/>	<input type="checkbox"/>
Is the office space neat and clean?	<input type="checkbox"/>	<input type="checkbox"/>
Are floor surfaces clean, dry, level, and free of worn or frayed seams?	<input type="checkbox"/>	<input type="checkbox"/>
Are carpets well secured to the floor and free of frayed or worn seams?	<input type="checkbox"/>	<input type="checkbox"/>
Is there a fire extinguisher in the area, easily accessible from the office space (required)?	<input type="checkbox"/>	<input type="checkbox"/>
Is there a working (test) smoke detector within hearing distance of the workspace (required)?	<input type="checkbox"/>	<input type="checkbox"/>
Are all radiators and portable heaters located away from flammable items?	<input type="checkbox"/>	<input type="checkbox"/>
Is there an evacuation plan in place in the event of a fire or other emergency?	<input type="checkbox"/>	<input type="checkbox"/>
Is lighting adequate?	<input type="checkbox"/>	<input type="checkbox"/>
Is all computer equipment connected to a surge protector?	<input type="checkbox"/>	<input type="checkbox"/>
Is the workstation ergonomically adequate (arm rests, leg room, back support, screen level)?	<input type="checkbox"/>	<input type="checkbox"/>
Is there high quality, reliable cell phone and internet connectivity in the workspace?	<input type="checkbox"/>	<input type="checkbox"/>
Other:	<input type="checkbox"/>	<input type="checkbox"/>
Comments:		
_____, understand it is my responsibility to maintain the safety and appropriate arrangement of my remote work office area. I certify that my responses to the checklist are true and complete to the best of my knowledge. I understand that any erroneous, misleading, or fraudulent information will cause my preclusion from remote working.		
Employee: _____	Date: _____	
Supervisor: _____	Date: _____	

Attachment 6: Remote Work Agreement

The *Remote Work Agreement* is located on the BHR website.

State of South Dakota Remote Work Agreement

This Remote Work Agreement ("Agreement") is between: _____ ("Agency"), and _____ ("Employee").

Agency Name _____ Employee Name _____

This Agreement is not an employment contract and does not alter the employment status of Employee or any condition of employment, and as such cannot be appealed under the Civil Service rules. This Agreement can be changed or cancelled by the Agency at any time.

A. Term

This Agreement shall commence on _____ and expire on _____.

At a minimum, this Agreement must be reviewed and modified as necessary at least annually by the Agency and Employee and discussed as part of the annual performance review process (ACEs).

Is this a trial period? Yes No If yes, how long will the trial period be? 3 Months 6 Months

B. Employment Conditions

If the remote work office is in Employee's home, Employee agrees to comply with all applicable municipal ordinances. Employee acknowledges and agrees that this Agreement does not create any right or interest.

Employee should be familiar with and comply with all applicable policies and procedures, including, but not limited to, the following policies and guidelines:

- State of South Dakota Remote Work Policy
- Bureau of Information & Telecommunication Technology Use Policy
- Bureau of Information & Telecommunication Cyber Security Policies
- Bureau of Information & Telecommunication Statewide Remote Technology Policy

C. Requirements

Employee and the Agency must complete the *State of South Dakota Remote Work Office Safety Checklist* to ensure the remote work office meets the requirements of the remote work policy. Employee acknowledges and agrees that the remote work office location must be a distinct office.

D. Work Location & Hours

Employee's remote work location is: _____

Employee is approved to remote work on a regular schedule the following days:

Monday Tuesday Wednesday Thursday Friday Saturday Sunday

Employee's hours on remote working days when he/she is available to his/her supervisor and coworkers are:

_____ to _____. Any deviation from this schedule requires supervisor approval.

If checked, additional or alternative work arrangements, such as an alternative work schedule, apply as follows:

Describe here if applicable

State of South Dakota Remote Work Agreement Page 3 of 4 Last Approved: 12/18/2019

Employee may be required to share office space when not working at Employee's remote work office.

If checked, Employee is scheduled to work from an Agency work site, that is not the remote work office, on the following days:

Monday Tuesday Wednesday Thursday Friday Saturday Sunday N/A

Employee's hours at the agency work site are: _____ to _____.

In the event the Agency's work site is closed due to weather or other emergency, Employee is to continue working from his/her remote work office unless otherwise instructed by his/her supervisor.

E. Specific Job Tasks

If checked, remote work is limited to the following specific tasks, projects, or types of work:

Describe here if applicable

F. Communication/Accessibility

To maintain close communication and standards of professionalism while working from a remote work office, Employee shall:

- Notify his/her supervisor and coworkers (if applicable) of any change in the normal remote workschedule.
- Be available to supervisor and coworkers by telephone and email during the normal remote workschedule.
- Return calls and emails in a timely manner.

G. Equipment & Expenses

Any equipment provided by the Agency must be properly inventoried and listed in this Agreement, and this Agreement must be updated if equipment is returned or if new equipment is assigned. Employee is required to return any state property upon request or when this Agreement ends.

Employee must schedule installation of all state-owned equipment with the Bureau of Information and Technology. Only state-owned software may be installed on state-owned equipment. Employee may not install or download any other software without approval.

All software used for remote working, whether owned by the Agency or Employee, must be properly licensed by the software manufacturer.

While Employee may be allowed to use his/her own software, he/she will not be required to "purchase" software to remote work. If new software is required for remote working, it will be provided by the Agency.

For purposes of reimbursement, Employee's principal work site is:

Employee acknowledges and agrees that Employee will not purchase or rent equipment, services, or supplies with the assumption that the Agency will reimburse the costs. Prior approval must be obtained.

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Equipment	Provided By:		Inventory Number
	Employee	Agency	
	<input type="checkbox"/>	<input type="checkbox"/>	
	<input type="checkbox"/>	<input type="checkbox"/>	
	<input type="checkbox"/>	<input type="checkbox"/>	
	<input type="checkbox"/>	<input type="checkbox"/>	
	<input type="checkbox"/>	<input type="checkbox"/>	
	<input type="checkbox"/>	<input type="checkbox"/>	
	<input type="checkbox"/>	<input type="checkbox"/>	
	<input type="checkbox"/>	<input type="checkbox"/>	
	<input type="checkbox"/>	<input type="checkbox"/>	
	<input type="checkbox"/>	<input type="checkbox"/>	

H. Information Security

Employee acknowledges and agrees that Employee will follow all procedures outlined by the South Dakota Bureau of Information and Telecommunications related to data installation, use, and security. In addition, Employee must ensure the following:

- The protection of organization data on disk, hardcopy, or on portable devices from theft, loss, or unauthorized access during transit and at the remote work office.
- That approved firewalls and anti-virus software are on all remote work office computers and are updated regularly with current definitions, and data is maintained on the State's system.
- That flash drives or other portable drives are scanned for viruses before being used for uploading or downloading data.
- Sensitive information in hardcopy form is properly secured and maintained at the remote work office and returned to the Agency or shredded when no longer needed or when this Agreement terminates.
- All work is backed-up according to Agency procedures.
- The State's network is not accessed from the remote work office or other locations unless with advance approval and for approved purposes.

I. Termination / Cancellation

This Agreement is governed by the termination language found within State of South Dakota Remote Work Policy.

Remainder of this page is intentionally left blank.

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J. Agreement

A copy of this Agreement and any addendums or amendments will be provided to Employee and placed in Employee's personnel file.

Employee: By signing, Employee acknowledges that he/she has read, understood, and agreed to the terms and conditions of this Agreement and will comply with the State's Remote Work Policy. Employee understands that remote work is a voluntary arrangement and not an employee right or benefit, and as such, the Agency may change or cancel this Agreement at any time, at the Agency's sole discretion and is not negotiable. Employee understands that he/she is expected to comply with all state and agency policies and procedures, rules and regulations, and all state and federal laws while he/she is remote working, in the same manner as if Employee was not remote working.

Employee Signature _____ Date _____

Employee Number _____ Position Number _____

Supervisor: By signing this statement, the Agency agrees to work with Employee to implement remote working as described in the State's Remote Work Policy and this Agreement.

Supervisor Signature _____ Date _____

Division Director Signature _____ Date _____

Agency Secretary/Commissioner Signature _____ Date _____

Human Resource Manager Signature _____ Date _____

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