

# Procedure: 4.2.2p2.

## Telework and Alternate Work Locations

**Revised:** November 17, 2020; January 18, 2017; and September 16, 2004.

**Last Reviewed:** September 19, 2022; and January 18, 2017.

**Adopted:** June 3, 2004.



### **I. PURPOSE:**

Although many TCSG work unit programs, operations, and services require the regular presence of employees at their primary workplace during the work week, the Commissioner, a Technical College president, or their designee may designate certain positions and employees as eligible to work one or more days in an alternate location.

An eligible employee filling an eligible position may request permission to participate in the telework program. All requests will be considered case-by-case consistent with the provisions of this procedure. Additionally, every effort will be made to apply the same review standards to all requests from similarly situated employees (e.g., those employees filling the same type of position with similar job duties and responsibilities); however, the requesting employee's supervisor has the discretion to determine if an employee's request is approved. Supervisors may need to gain additional approval prior to approving an employee's request to telework. The Commissioner may also grant an exception to this policy.

A participating employee will perform essentially the same work as he/she would in their conventional worksite, consistent with their established performance expectations and accompanying terms and conditions of employment. Authorization can be either for a long- or short-term period. However, all approved positions should be re-evaluated at least yearly to determine if the arrangement continues to meet the needs of the work unit in terms of the quality and quantity of completed work products. The initial approval of a position for telework does not ensure that a future incumbent (of the same position) would be authorized to telework or work at an alternate work location.

### **II. RELATED AUTHORITY:**

O.C.G.A. § 20-4-11 – Powers of Board.

O.C.G.A. § 20-4-14 – TCSG Established; Powers and Duties.

State Policy #4 – Acquisition and Use of Telecommunications Services and Equipment.

State Policy #7 – Working Hours, the Payment of Overtime, and the Granting of Compensatory Time.

PS-08-002 – Accountability of Assets.

PS-08-003.2 – Appropriate Use of Information Technology Resources.

PS-08-009 – Access Control.

SS-08-001 – Appropriate Use and Monitoring.

TCSG State Board Policy 3.3.4p. – Acceptable Computer and Internet Use.

TCSG Procedure 4.6.2p. – Reasonable Accommodations in Employment.

TCSG Procedure 4.9.9p. – Workers Compensation – Reporting an Accident.

### **III. APPLICABILITY:**

All work units are associated with the Technical College System of Georgia.

#### IV. DEFINITIONS:

- A. **Alternate Workplace:** A workplace other than the conventional worksite of a college or TCSG work unit, such as an employee's residence.
- B. **Conventional Worksite:** The regular worksite where the employee would perform his/her work if he/she were not teleworking. An employee's home may not be considered a conventional worksite.
- C. **Eligible Employee:** An individual who is in a position that is eligible to telework and meets all of the criteria and conditions established by this procedure for teleworking
- D. **Eligible Position:** A position that meets the criteria established by this procedure as eligible for telework. The eligibility for a position may change depending on the circumstances.
- E. **Non-exempt employee:** An employee not exempt from the Fair Labor Standards Act (FLSA) and who may be entitled to overtime compensation.
- F. **Primary Workstation:** The location the employee reports to for work is designated by the college or System Office per the State Accounting Office Statewide Travel Policy. The primary workstation may be the conventional worksite or the alternative workplace.
- G. **TCSG Work Unit:** The TCSG System Office, including Quick Start or an associated Technical College.
- H. **Telework Agreement:** The document outlines the understanding between the employee and the TCSG Work Unit regarding the telework arrangement.
- I. **Teleworker:** An employee approved to work at an alternate workplace.

#### V. ATTACHMENTS:

Attachment 4.2.2p2.a1 Telework Agreement

Attachment 4.2.2p2.a2 Telework and Alternate Work Location Request Form

#### VI. PROCEDURE:

##### A. General Provisions

1. An employee will be eligible to participate in the telework program if he/she meets the following requirements, subject to waiver by the Commissioner, President, or designee:
  - a. Has completed at least six months in an eligible position as defined in this procedure. (Exceptions may be granted on a case-by-case basis under limited circumstances, such as for recruitment purposes.)
  - b. Meets all established performance standards and terms & conditions of employment.
  - c. It is not an active step of discipline or an attendance plan.
2. An eligible position will have job responsibilities that can effectively perform without impacting service quality or organizational operations, measurable results-oriented performance standards, and require little face-to-face interaction. Generally, positions that require the regular handling of secure materials and documents and perform job responsibilities that cannot be handled remotely will not be eligible for teleworking.
3. All employees participating in the teleworking program must complete a telework agreement before beginning work from an alternate workplace. By signing the telework agreement, the employee and supervisor agree to abide by the identified terms and conditions. A telework agreement does not alter or supersede the terms of the existing employment relationship between the employee and the Technical College System of Georgia or its affiliated college.

4. The alternate workplace is an extension of the conventional worksite. Therefore, teleworkers shall adhere to all TCSG policies, rules & regulations, and standards of conduct while working at an alternate workplace.
5. Teleworkers must adhere to the telework schedule agreed upon in the telework agreement or receive prior approval to modify their schedule. Absent an emergency, a teleworking employee must obtain advance approval from his/her supervisor before leaving on a designated telework day.
6. Teleworkers must continue to make arrangements for a child or dependent care to the same extent necessary when working from the conventional worksite. However, during a declared State of Emergency (or other extenuating circumstances identified by the Governor's Office) that affects the availability of schools and/or childcare providers, the Commissioner or a Technical College president may provide additional flexibility regarding the work schedules of teleworkers that are balancing child or dependent care.
7. Teleworkers must spend all time reported as telework completing assigned responsibilities. In addition, teleworkers must not engage in a secondary employment activity or conduct personal business while working. Intentionally misrepresenting or misreporting time worked will result in disciplinary action, including termination.
8. An employee's compensation and benefits will not be impacted by his/her participation in the telework program.
9. Nonexempt employees must record all hours worked in the Time & Labor System. However, hours worked more than scheduled require the advance approval of the employee's supervisor. Failure to comply with this requirement may result in the immediate termination of the telework agreement.
10. Suppose State offices and/or Technical Colleges are closed due to inclement weather or another emergency. In that case, employees who are teleworking/working from home on that day will be unaffected by conditions impacting the conventional worksite.
11. An employee's supervisor or other designated work unit official may end a telework arrangement at any time and for any job-related reason, including performance or conduct issues. Therefore, unless an unusual circumstance exists, an affected employee should be given reasonable notice of the agreement's termination.

## **B. Requests and Approvals**

1. An eligible employee filling an eligible position interested in working at an alternate work site must submit a completed Telework and Alternate Work Location Request Form (Attachment 4.2.2p2.a2) to the Human Resources office.
2. Upon receipt, Human Resources will consult with the employee and the supervisor to discuss the request and address any concerns that might be present. Telework arrangements must be approved by the immediate supervisor and the Human Resources office. Supervisors may need to gain additional approval prior to approving telework.
3. Telework can be approved as regular telework, occasional telework, or temporary or emergency telework. Except for emergencies, all telework arrangements must include a telework agreement.
  - a. Regular, recurring telework occurs when employees work regularly scheduled workdays from an alternate workplace.
  - b. Occasional telework occurs when working from home occasionally and on an irregular schedule.
  - c. Temporary or emergency telework occurs when an employee works from home due to an emergency such as inclement weather, a natural disaster, or other events, such as those creating significant traffic disruptions.
4. Once approved, the employee and supervisor will sign a telework agreement, which will outline the parameters of the telework arrangement.

5. The telework agreement must include the following:
  - a. Performance expectations and productivity measurements
  - b. A self-attestation that the alternate workplace is safe and conducive to meeting established work expectations
  - c. The responsibility and use of State and personal equipment at the alternate workplace
  - d. The process for ordering, receiving and returning supplies and equipment that are provided by the work unit
  - e. Required security measures for records that are transported away from the primary worksite
  - f. The approved work schedule
  - g. Procedures for requesting leave
  - h. Required communication accessibility
  - i. Required standards of conduct
  - j. the right of the agency to terminate the agreement at any time

**C. Security and Access to Information:**

1. Teleworkers must adhere to TCSG, state, and federal internet use, technology use, and data laws, regulations, and policies, including but not limited to:
  - a. Georgia Technology Authority Security Policy on Technology Guidelines for the Remote Worker (GS-21-001)
  - b. Georgia Technology Authority Security Policy on Telework and Remote Access (SS -08-037)
  - c. Georgia Technology Authority Security Policy on Software Management Standard (SM-19- 001)
  - d. Georgia Technology Authority Security Policy on Multi-Factor Authentication Policy (PS-19- 001)
  - e. Georgia Technology Authority Security Policy on Network Security (SS08-047)
  - f. Georgia Technology Authority Security Policy on Network Access & Session Controls (SS- 08-048)
  - g. Georgia Technology Authority Security Policy on Access Control (PS-08- 009)
  - h. Georgia Technology Authority Security Policy on Appropriate Use of Information Technology Resources (PS-08-003.2)
  - i. Georgia Technology Authority Security Policy on Appropriate Use and Monitoring (SS-08-001)
  - j. Georgia Technology Authority Security Policy on Network Security Controls (PS-08-027)
  - k. State Board Policy 3.3.5, Use of Telecommunications Equipment
  - l. TCSG Procedure 3.3.4p., Acceptable Computer & Internet Use
2. Teleworkers are responsible for maintaining the same level of confidentiality and security of information, data, and records at the alternate workplace as is required at the conventional worksite.
3. Teleworkers are responsible for preventing unauthorized access to TCSG computer systems, applications, records, and files while working from the alternate workplace.
4. A teleworker or employee working from an alternate location must also comply with all licensing agreements for software owned by the TCSG or a TCSG work unit.

**D. Equipment, Supplies, Materials, and Reimbursable Expenses:**

1. General office supplies (pens, paper, etc.) will be supplied by the TCSG Work Unit and should be obtained during the day the employee is scheduled to work at the conventional worksite. If employees use personal supplies while teleworking, the TCSG work unit is not responsible for reimbursement for these out-of-pocket expenses.
2. The TCSG Work Unit will determine the appropriate equipment needed for each teleworking

arrangement. Equipment may include hardware, software, or other office equipment that an employer would reasonably supply. No State of Georgia equipment shall be permanently installed in an employee's home. All State-issued equipment must be maintained according to TCSG guidelines and properly inventoried.

3. An employee teleworking/working from home is expected to use his/her furniture, data communication services, and other office equipment, except for any equipment provided by the TCSG Work Unit.
4. Any theft, damage, or malfunction of State-issued equipment must be immediately reported to the employee's supervisor.
5. If necessary equipment or other resources (internet access, electricity) are temporarily unavailable at the alternate workplace, the teleworking arrangement will be suspended until such equipment/resources fully function. In these instances, the employee may take leave or return to the conventional worksite to perform their job duties if approved.
6. Neither the TCSG nor any TCSG work unit shall assume responsibility for or any costs associated with any improvements made by an employee to his/her premises or for any operating costs (e.g., electric bills, additional phone lines, etc.), home maintenance, new or replacement equipment, the cost of maintenance, repair or operation of personal equipment or, any other costs associated with the employee's use of his/her home/home office for telework purposes.
7. Any other expense associated with the employee's performance of his/her duties (e.g., certain work-related travel during the business day) and which is appropriate for reimbursement according to established State guidelines must be submitted to and approved by an employee's supervisor.
8. All TCSG and State policies and laws regarding the state-owned property must be followed, including State Policy No. 4, Rules, Regulations, and Procedures Governing the Acquisition and Use of Telecommunications Services and Equipment (PM040002).

#### **E. Safety and Liability:**

1. Employees working from home must have a designated work space conducive to effective teleworking. In addition, the workspace must be maintained safely and free of hazards that might endanger the employee or TCSG property.
2. Workers' compensation will cover a teleworker or an employee working from an alternate work location for a job-related injury that occurs in the performance of his/her duties in the alternate workplace NOTE: If the employee is working in their home, the injury must have occurred in the workspace designated for that purpose.
3. As soon as possible after an on-the-job injury, the teleworker or an individual acting on their behalf should contact the employee's supervisor or human resources representative to report the injury.
4. The employee, supervisor, and/or human resources representative should follow the TCSG procedure governing Workers Compensation – Reporting an Accident to facilitate the treatment of the injury and actions to respond to a medical emergency.
5. Neither the TCSG nor any of its work units shall be liable for an injury suffered by any third party (including members of the employee's family) at the alternate workplace.

#### **VII. RECORD RETENTION:**

All employment-related documents generated or collected pursuant to this procedure shall be maintained consistent with the Georgia Archives' Retention Schedule for State Government Paper and Electronic Records.



## Telework Agreement

This telework agreement authorizes \_\_\_\_\_ (employee name) to telework as specified within this document. This agreement is intended to regulate telework and is not a contract of employment.

### Scope of Agreement

Telework is generally a voluntary work arrangement that may be terminated by either the employee or the Technical College System of Georgia (TCSG) at any time, with or without cause. However, TCSG may require telework in some instances.

This agreement imposes specific duties and obligations upon the employee while teleworking. The employee's other duties, obligations, responsibilities, standards of conduct, performance expectations, and conditions of employment will not be affected by this agreement. In addition, the employee's salary, benefits, and employer-sponsored insurance coverage will not change due to telework.

### Work Hours and Leave

If engaging in regular telework, the employee agrees to work the telework schedule detailed below unless the supervisor approves an exception:

Day	Work Hours Begin / End Times*
Monday	
Tuesday	
Wednesday	
Thursday	
Friday	

In addition to the above, the employee agrees to be accessible to the supervisor during the telework schedule.

The employee agrees to request and receive approval from the supervisor before **using leave** (or **working overtime** if the employee is FLSA non-exempt) on a telework day or otherwise changing the telework schedule. If there is an emergency, you must use leave, work overtime (FLSA non-exempt employees only), or otherwise change the telework schedule. If the supervisor is unavailable, the employee agrees to contact \_\_\_\_\_ (name of official) for prior approval.

The employee acknowledges that working overtime (if FLSA non-exempt), using leave, or otherwise working outside the telework schedule without prior approval may result in termination of the telework agreement and other appropriate action.

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\* This period typically includes an unpaid meal period. If work times are flexible, write "Flexible" and indicate the earliest and latest begin/end times, if applicable.

## **Alternate Workplace**

The employee certifies that the alternate workplace is adequate for performing TCSG duties. The employee agrees to maintain a safe workspace that is free from hazards and other dangers to the employee and equipment and is suitable for productive work.

The employee understands that maintaining an adequate, safe workspace is a condition of telework. TCSG and the State reserve the right to inspect the alternate workplace.

## **Performance Expectations and Monitoring**

The employee agrees to spend telework time performing assigned TCSG duties and will refrain from engaging in secondary employment or other personal business during TCSG work time.

The employee agrees to maintain contact on telework days with the work unit and customers as directed by the supervisor and as appropriate to perform assigned duties successfully.

The employee agrees to complete the duties assigned for telework days, as discussed with the supervisor and within the set timeframes. The employee agrees to provide regular reports, as required by the supervisor, to help evaluate telework performance. The employee acknowledges that a decline in work performance may result in termination of the telework agreement and other appropriate action.

The employee agrees to keep work interruptions, such as personal phone calls, to a minimum during telework hours. The employee also agrees to arrange for child and dependent care to the same extent necessary during work at the conventional work site (unless there is a declared State of Emergency or other extenuating circumstance identified by the Governor's office which affects the availability of schools and/or childcare providers resulting in the need for agencies to be flexible regarding the work schedules of teleworkers).

The employee acknowledges the requirement to comply with applicable laws, rules, and TCSG policies, regulations, and procedures while teleworking. Violations may result in termination of the telework agreement and other appropriate action.

## **Supplies**

The employee agrees to obtain all office supplies needed for work at the telework location through the established agency process and agrees to use the supplies for TCSG work-related purposes only. The employee acknowledges that out-of-pocket expenses for supplies regularly available at TCSG will not be reimbursed unless previously approved by TCSG.

## **Equipment**

The employee agrees to use his or her furniture, data communication and/or services, and other equipment, except for any equipment provided by the agency.

The employee and TCSG acknowledge that TCSG equipment used for telework is state-owned property.

The employee agrees to use TCSG equipment per TCSG and statewide policies and returns TCSG equipment to the TCSG office when it is not used for telework support.

The employee is authorized to use the following TCSG equipment at the telework site:

Item	Inventory #
1.	
2.	
3.	
4.	
5.	

### **Security and Confidential Information**

The employee must adhere to agency and state internet and technology use policies, including the transportation of records.

The employee agrees to adequately protect and secure all TCSG data, files, software, equipment, and supplies. TCSG data, files, software, equipment, and supplies must not be used to create employee-owned software or personal data. The employee will comply with all applicable laws, rules, regulations, policies, and instructions regarding the security of confidential information.

*The employee agrees to have virus protection on any computer used while teleworking and only to use appropriately licensed programs when performing TCSG work.*

TCSG owns any software, products, or data created while teleworking. The employee agrees not to store TCSG information on or load TCSG software to non- TCSG computers and to save work-related electronic information using only TCSG computers or properly- secured portable devices (e.g., flash drives, etc.).

The employee agrees to protect TCSG records from unauthorized disclosure or damage and will comply with all legal and policy requirements regarding the disclosure of TCSG information.

### **Operating Costs**

The employee agrees that TCSG is not responsible for operating costs, home maintenance, or other incidental costs (e.g., utilities, insurance) associated with using an alternate workplace.

### **Workers' Compensation & Liability**

If an injury occurs during teleworking hours, the employee agrees to notify the supervisor immediately and to follow TCSG's procedures for reporting workplace injuries. TCSG agrees to investigate any report of injury promptly.

The employee agrees not to host business guests at their alternate workplace if the alternate workplace is their residence/personal property. The employee acknowledges that the state is not responsible for injuries to non-employees such as family members in the teleworker's alternate workplace.



The employee acknowledges that TCSG is not responsible for loss or damage to the employee's property, natural or otherwise, or property owned by the employee's family members, visitors, or other individuals in the employee's alternate workplace.

The employee is responsible for individual tax implications, auto and homeowner's insurance, compliance with local ordinances, and other community guidelines related to telework.

TCSG is not responsible for any costs, damages, or losses resulting from ending the employee's participation in telework.

**Participation in Studies and Reports**

The employee and supervisor agree to participate in studies, inquiries, reports, and analyses related to telework, as requested by TCSG.

**Terms of Agreement**

This agreement is effective when signed and may be modified and reissued as appropriate.

The employee acknowledges that telework is generally voluntary and is available only as long as TCSG determines both the employee to be eligible and telework to be beneficial to the agency. Telework is not an entitlement or benefit of employment. Either the employee or TCSG may cancel the telework agreement, with or without cause, at any time.

**I have read and understood this agreement and the TCSG Telework policy and attachments and agree to abide by and act per these documents. I agree that the only purpose of this agreement is to regulate telework, that it is not an employment contract, and that it may be canceled at any time.**

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Supervisor Signature

\_\_\_\_\_  
Date

*The supervisor and employee each retain a copy of this form.*



### Telework and Alternate Work Location Request Form

Name: \_\_\_\_\_ Employee ID: \_\_\_\_\_  
 Job Title: \_\_\_\_\_ Work Unit: \_\_\_\_\_  
 Supervisor: \_\_\_\_\_ Time in Position: \_\_\_\_\_

What is the address of the proposed alternate worksite?

Street Address: \_\_\_\_\_  
 City: \_\_\_\_\_ County: \_\_\_\_\_  
 State: \_\_\_\_\_ ZIP: \_\_\_\_\_

Is this a personal residence?  Yes  No  
 Is there a dedicated workspace available for you at the proposed alternate worksite?  Yes  No

Please describe the workspace in detail. \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Do you request to work as a regular or occasional teleworker, as defined in the related procedure?  
 Regular  Occasional

What is your proposed schedule if you are requesting to be a regular teleworker?

Day	Location (Primary or Alternate)	Schedule
Monday		
Tuesday		
Wednesday		
Thursday		
Friday		

\_\_\_\_\_  
 Employee Signature Date

#### Approvals

Yes  No \_\_\_\_\_  
Date

Supervisor

Yes  No \_\_\_\_\_  
Date

Human Resources

Yes  No \_\_\_\_\_  
Date

Commissioner, President, or Designee