

Procedure: 4.2.2p2.

Telework and Alternate Work Locations

Revised: January 18, 2017, September 16, 2004,
Last Reviewed: January 18, 2017
Adopted: June 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 his/her designee may designate certain positions and employees as eligible to participate in a formal telework arrangement or, instead, to work one or more days in an alternate location.

An eligible employee encumbering an eligible position may request permission to participate in either flexible work option and all requests will be considered on a case-by-case basis 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 encumbering the same type of position with similar job duties and responsibilities); however, the requesting employee's supervisor, reviewing manager or other designated TCSG work unit official has the sole discretion to determine if an employee's request is approved.

A participating employee will perform essentially the same work as he/she would in their primary workplace consistent with their established performance expectations and accompanying terms and conditions of employment. Authorization can be either for a long- or short-term period, but 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 to work at an alternate work location.

For purposes of this procedure, a formal telework arrangement is one in which a participating employee works an average of two (2) or more days per week from his/her home.

Conversely, an employee working from his/her home for no more than one (1) day per week or one (1) or more days per week at another TCSG work site is considered to be working at an alternate workplace and subject to identified terms and conditions for such service.

It is permissible for the Commissioner, a technical college president, or his/her designee to require that the same terms and conditions governing a formal telework arrangement also apply to employees authorized to work at an alternate work location. The Commissioner may also grant an exception to the provisions of this procedure

In certain instances, and pursuant to the TCSG Procedure governing Reasonable Accommodations in Employment and the Americans with Disabilities Act (ADA), the creation of a formal telework arrangement or authorization to work in an alternate work location on a temporary basis could be considered a reasonable accommodation for an employee with a disability.

II. RELATED AUTHORITY:

O.C.G.A. § 20-4-11 – Powers of the Board
O.C.G.A. § 20-4-14 – TCSG Powers and Duties
State Board Policy – Use of Telecommunications Equipment
TCSG Procedure – Reasonable Accommodations in Employment
TCSG Procedure – Workers Compensation – Reporting an Accident
TCSG Procedure – Acceptable Computer and Internet Use

III. APPLICABILITY:

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

IV. DEFINITIONS:

Alternate Work Location/Site – A workplace other than an employee’s usual and customary workplace where official TCSG business is performed on a limited basis to include an employee’s home or another TCSG work site such as a technical college’s satellite campus.

Eligible Employee – An individual who has been employed in a TCSG work unit for a minimum of six (6) calendar months; is in an eligible position as determined by his/her supervisor, reviewing manager or other System Office or technical college official; is meeting established performance standards and accompanying terms and conditions of employment and, is not on an active step of discipline and/or an attendance plan

Eligible Position – A position having measurable quantitative or qualitative results-oriented standards of performance that can be performed independently of others and with minimal need for support without impacting service quality or organizational operations. .

Primary Workplace – An employee’s usual and customary workplace.

TCSG Work Unit: The TCSG System Office, Quick Start Headquarters, Quick Start Regional Office or training center, or an associated technical college.

Telework – A flexible work arrangement in which an employee is authorized to perform his/her assigned job duties in his/her home for two (2) or more days per week.

Telework Agreement – A formal written agreement between an employee and his/her supervisor that outlines the terms and conditions of an employee’s work assignments to be performed from an employee’s home.

Teleworker – An employee working from his/her home for two (2) or more days per week.

V. ATTACHMENTS:

Attachment 4.2.2p2.a1. Telework Agreement
Attachment 4.2.2p2.a2. Telework and Alternate Work Location Request Form
Attachment 4.2.2p2.a3. Telework Self-Certification

VI. PROCEDURE:

A. Telework:

1. Telework Agreement:
 - a. Before considering an employee's request to telework, the affected supervisor and, as applicable, other designated official(s) must first review the completed Telework and Alternate Work Location Request Form (Attachment 4.2.2p2.a2.) and the Work Space Self-Certification Checklist (Attachment 4.2.2p2.a3) and discuss any concerns with the employee.
 - b. A formal telework arrangement may only be approved and a telework agreement executed (Attachment 4.2.2p2.a1.) after this review has been completed.
 - c. A Telework Agreement and Telework Assignment form documents the critical components of the working relationship between the teleworker and his/her supervisor to include the requirement that the employee follow State Board policies and TCSG procedures and agree to the accompanying terms and conditions.
 - d. By signing the Telework Agreement, both the employee and supervisor agree to abide by the identified terms and conditions.
 - e. The Telework and Alternate Work Location Request Form, the Telework Agreement and Telework Assignment Form shall be maintained in the employee's official personnel file.
2. Exceptions to a Formal Telework Arrangement
 - a. An employee who works from his/her home for no more than one (1) day per week or one (1) or more days per week at an alternate TCSG work site is not considered to be teleworking.
 - b. It is a generally accepted practice for technical college faculty (including those who deliver online distance learning instruction) to possess varied, on-campus work schedules and may also perform certain assigned duties and responsibilities at an alternate work location. For this reason, faculty are not considered to be teleworkers unless their primary workplace is their home.
 - c. A similar exception shall be made for employees that may need to work in an alternate location to accommodate unusual circumstances in his/her primary workplace such as a brief office closing for renovations or relocation. NOTE: in the event of an on-the-job injury, the provisions of Paragraph VI.A.4.h. will govern the reporting of an on-the-job injury.
3. Termination of a Telework Agreement: An employee's supervisor or other designated work unit official may end a telework arrangement at any time and for any job-related reason to include performance or behavior/conduct issues. Unless an unusual circumstance exists, an affected employee should be given reasonable notice of the agreement's termination.

B. Work Performed at an Alternate Location:

1. Examples of work performed at an alternate work site include an employee: working from his/her home on an infrequent, occasional basis: regularly working from his/her home one (1) day each week; or, working one (1) or more days per week at a TCSG work site away from his/her primary workplace (e.g.. a System Office employee working at a technical college campus).
2. For the reasons outlined in Paragraph VI.A.2.b., technical college faculty are also not covered by the provisions of this Paragraph.

3. An eligible employee encumbering an eligible position who is interested in working at an alternate work site must complete a Telework and Alternate Work Location Request Form (Attachment 4.2.2p2.a2).
4. The employee and his/her supervisor should meet to discuss the request and address any concerns that might be present.
5. An employee proposing to work from home on an occasional or weekly basis must certify that his/her home work space is safe and ergonomically suitable for such an assignment.
6. If the request is subsequently approved, the employee will complete the last two pages of the Teleworking Agreement (Attachment 4.2.2p2.a1.) and the employee and supervisor will agree to abide by the terms contained in the documents.

C. General Expectations and Accompanying Terms and Conditions:

1. An employee desiring to telework or work from an alternate work location must understand and agree that the arrangement does not alter or supersede the terms of the existing employment relationship between the employee and the Technical College System of Georgia.
2. Work Hours/Leave:
 - a. An employee approved for teleworking and his/her supervisor will develop a work schedule that complies with State Board policies and TCSG procedures governing hours worked.
 - b. No work-related meetings involving other employees may be held in an employee's home.
 - c. A non-exempt employee must record all hours worked each day and work period/work week and must submit completed time records to his/her supervisor on a timely basis as outlined in the Telework Agreement.
 - d. A full-time non-exempt employee participating in teleworking may not work more than a total of forty (40) hours in a seven (7) day work week/work period without the pre-approval of his/her immediate supervisor or reviewing manager.
 - e. The telework arrangement of a non-exempt employee working overtime without approval may be rescinded and the employee may also be subject to disciplinary action.
 - f. Absent an emergency situation, a teleworking employee must obtain advance approval from his/her supervisor or reviewing manager before taking leave on a designated telework day.
3. An employee's compensation and benefits will not be impacted by his/her participation in a telework agreement.
4. If State Offices and/or technical college(s) are closed due to inclement weather or other emergency, employees who are teleworking/working from home on that day will be considered unaffected by conditions that are impacting the primary workplace. Employees working at alternate work sites(not the employee's home) will be subject to the same conditions as other employees at the alternate worksite.
5. Equipment, Supplies, Materials, and Reimbursable Expenses:
 - a. General office supplies (pens, paper, etc.) will be supplied by the employee's primary workplace and should be obtained during an in-office workday.

- b. An employee teleworking/working from home is expected to use his/her own furniture, telephone lines, and other office equipment (e.g., a printer). No State of Georgia equipment shall be permanently installed in an employee's home; however, it is permissible for an employee to utilize a work unit-issued laptop or other portable equipment. All State-issued portable equipment must be maintained according to TCSG guidelines and must be properly inventoried.
 - c. Any theft, damage or malfunction of State-issued portable equipment must be immediately reported to the employee's supervisor or reviewing manager.
 - d. Neither the TCSG or 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.
 - e. 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 pursuant to established State guidelines, must be submitted to and approved by an employee's supervisor.
6. Child/Dependent/Adult Care and Personal Business:
- a. Teleworking/working from home is not intended to serve as a substitute for child or dependent care nor is it a substitute for the use of paid leave. Employees should ensure that appropriate child/dependent care is provided.
 - b. An employee must refrain from conducting personal business while in work status at his/her home.
7. Work Space:
- a. An employee working out of his/her home must have a designated work space conducive to effective teleworking.
 - b. The work space must be maintained in a safe condition, free of hazards that might endanger the employee or TCSG property.
 - c. An employee participating in a telework agreement must self-certify the safety of the home office space by completing Attachment 4.2.2p2.a3. – Telework Office Space Self Certification Checklist.
 - d. An employee's supervisor and/or reviewing manager may make an on-site visit to an employee's home during established working hours and with advance notice to ensure that the designated work space is safe and free from hazards and/or to maintain, repair, inspect or retrieve State property/equipment.
8. Safety and Liability:
- a. A teleworker or an employee working from an alternate work location will be covered by workers' compensation for a job-related injury that occurs in the performance of his/her duties in the designated work space or alternate work location. NOTE: If the employee is working in his/her home, the injury must have occurred in the work space designated for that purpose.

- b. As soon as possible after an on-the-job injury, the teleworker or individual acting on his/her behalf should contact the employee's supervisor or System Office or technical college human resources representative responsible for managing workers' compensation matters to report the injury.
 - c. The employee, supervisor and/or human resources representative should follow the provisions of the TCSG procedure governing Workers Compensation – Reporting an Accident to facilitate the treatment of the injury as well as actions to respond to a medical emergency.
 - d. 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 teleworking site.
9. Security of Work Unit Information and Records:
- a. A teleworker or employee working from an alternate work location must ensure the security, integrity, and confidentiality of data, documents, records, information, paper files, and access to work unit computer systems to the same degree as when working in his/her primary workplace and in a manner consistent with the State Board policy governing the Use of Telecommunication Equipment and the TCSG procedure governing Acceptable Computer and Internet Use.
 - b. 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.
 - c. Any use of restricted-access information or materials at an alternative work location must be approved by the employee's supervisor.

VII. RECORD RETENTION:

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

**Technical College System of Georgia
TELEWORKING AGREEMENT**

This telework agreement (hereafter “agreement”), effective (date) _____,
is between (employee name) _____
(hereinafter referred to as “Employee”), an employee of the Technical College
System of Georgia [TCSG]. The parties, intending to be legally bound, agree as
follows:

Scope of Agreement

Employee agrees that teleworking is voluntary and may be terminated, by
either the Employee or TCSG, with or without cause.

Other than those duties and obligations expressly imposed on Employee
under this agreement, the duties, obligations, responsibilities, and
conditions of Employee’s employment with TCSG remain unchanged.
Employee’s salary and participation in the pension, benefit, and TCSG-
sponsored insurance plans shall remain unchanged.

The terms “remote work location,” “remote workplace,” or “alternate
worksite” shall mean Employee’s residence or any alternate office location
approved by Department. The term “office” shall mean Employee’s usual
and customary TCSG work address.

This agreement shall be construed, interpreted, and enforced according to
the laws of the State of Georgia.

Work Hours and Leave

Employee agrees that work hours will conform to the terms agreed upon
by Employee and TCSG.

Employees subject to mandatory overtime agree to obtain advance
supervisory approval before performing overtime. Working overtime
without such approval may result in termination of the teleworking option
and/or other appropriate action.

Employee agrees to obtain advance supervisory approval before taking
leave.

Alternate Workplace

Employee agrees that the alternate workplace is adequate for
performance of Employee’s official duties. Employee agrees to maintain
this workplace in a safe condition, free from hazards and other dangers to

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Employee and equipment. (Employee should complete a safety self-certification checklist prior to signing this agreement.)

Inspections

Employee understands that TCSG reserves the right to make on-site visits to the alternate work location for the purposes of determining if the site is conducive to productive work or to investigate Employee's workers' compensation claim.

Work Schedule and Work Status

Employee agrees to develop a work schedule with Employee's supervisor and Employee's supervisor must agree, in advance, to any changes to Employee's Work Schedule. Employee agrees to provide Employee's timekeeper with a copy of Employee's Work Schedule. Employee agrees to maintain contact with the office as specified in the Work Schedule. Employee agrees that outside the time of work or outside the place designated for work will be deemed to be in Employee's own personal time and place, unconnected with work activities.

Employee agrees to perform only official duties and not to conduct personal business while on work status at the alternate work location. Personal business includes but is not limited to caring for dependents or making home repairs.

Employee agrees not to conduct any work-related meetings at the alternate work location if that alternate work location is Employee's home.

Work Performance

Employee agrees to provide regular reports if required by the supervisor to help judge work performance. Employee understands that a decline in work performance may result in termination of this agreement by TCSG.

Standards of Conduct

Employee agrees to be bound by TCSG regulations, policies, and procedures while working at the alternate workplace. Violation of the foregoing may result in termination of this agreement and the teleworking privilege.

Supplies

Employee agrees to obtain from the primary workplace all supplies needed for work at the alternate workplace and understands that out-of-

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pocket expenses for supplies regularly available at the central workplace will not be reimbursed unless previously approved by Department.

Equipment

The Employee understands that she/he is expected to use his/her own furniture, telephone lines, and all other equipment when teleworking unless otherwise specified in this agreement.

Security of Confidential Information

Employee agrees that all TCSG-owned data, files, software, equipment, facilities, and supplies must be properly protected and secured. TCSG-owned data, software, equipment, facilities, and supplies must not be used to create Employee-owned software or personal data. Employee will comply with all TCSG and state policies and instructions regarding security of confidential information. Any software, products, or data created as a result of work-related activities are owned by TCSG and must be produced in the approved format and medium.

Employee agrees to protect TCSG records from unauthorized disclosure or damage and will comply with all requirements of law regarding disclosure of TCSG information.

Reimbursement

Employee agrees that TCSG will not be responsible for operating costs, home maintenance, or any other incidental cost (e.g. utilities, insurance) whatsoever, associated with the use of Employee's residence or computer equipment. TCSG will reimburse Employee for expenses authorized by Employee's supervisor and incurred while conducting business for TCSG.

Liability for Injuries

Employee understands that Employee is covered under the Georgia Workers' Compensation law if injured in the course of actually performing official duties at the primary workplace or at the alternate workplace designated on the self-certification checklist. Employee agrees to notify Employee's supervisor immediately of any accident or injury that occurs at the alternate workplace and to complete any required forms. Department agrees to investigate such a report immediately.

Employee understands that the state will not be liable for damages to Employee's personal or real property while Employee is working at the alternate work location, except to the extent adjudicated to be liable under Georgia Law.

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To the extent permitted by law, Employee will not attempt to hold the state responsible or liable for any loss or liability in any way connected to the employee's non-work related use of his/her own home.

Other Action

Nothing in this agreement precludes TCSG from taking any appropriate disciplinary or adverse action against Employee if Employee fails to comply with the provisions of this agreement or terms and conditions of employment.

Participation in Studies and Reports

Employee agrees to participate in studies, inquiries, reports, or analyses relating to teleworking at TCSG's direction.

Equipment, Supplies, and TCSG Assets

List any TCSG or state equipment that will be used at the alternate workplace (attach additional documentation as needed):

Item:	Inventory No.:	Date Out	Date Returned
1.			
2.			
3.			
4.			
5.			

Cancellation of Agreement

Employee's participation as a teleworker is entirely voluntary and is available only as long as Employee is deemed eligible at TCSG's sole discretion. There exists no right to telework. Either party may cancel Employee's participation as a teleworker, with or without cause, upon reasonable notice thereof, in writing, to the other. TCSG will not be held responsible for costs, damages, or losses resulting from cessation of participation as a teleworker. This agreement is not a contract of employment and may not be construed as one.

Term of Agreement

This Agreement shall become effective as of the date first written above, and shall remain in effect as long as Employee's or Supervisor's circumstances do not change.

Attachment: 4.2.2p2.a1.

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Special Conditions and Additional Agreements

I have read and understand this agreement and the telework policy and agree to abide by and operate in accordance with the terms and conditions described in both documents. I agree that the sole purpose of this agreement is to regulate telework and that it constitutes neither an employment contract nor an amendment to any existing contract and may be cancelled at any time.

Teleworker

Date

Supervisor

Date

Attachment: 4.2.2p2.a1.

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Work Schedule

The following work schedule and locations are agreed upon in support of the TCSG Agreement:

Main Office Workplace

ADDRESS: _____

PHONE NUMBER: _____

Alternate Workplace

ADDRESS: _____

PHONE NUMBER: _____

Core Work Hours

<u>Day</u>	<u>Hours</u>	<u>Location</u> (R-Alternate, M-Main)
Monday	_____	_____
Tuesday	_____	_____
Wednesday	_____	_____
Thursday	_____	_____
Friday	_____	_____
Saturday	_____	_____
Sunday	_____	_____
Daily Lunch Period	_____	_____

Teleworker: _____	Date: _____
Supervisor: _____	Date: _____

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Employee Orientation Checklist

	Yes	No
1. I have read the Technical College System of Georgia's Work Away Policy and understand the requirements and obligations I am expected to meet as a teleworker.	<input type="checkbox"/>	<input type="checkbox"/>
2. I have been provided with a copy of my signed TCSG Teleworking Agreement.	<input type="checkbox"/>	<input type="checkbox"/>
3. I have discussed my work schedule with my supervisor.	<input type="checkbox"/>	<input type="checkbox"/>
4. I have completed a Work Schedule with my supervisor.	<input type="checkbox"/>	<input type="checkbox"/>
5. I have been issued TCSG equipment and I have been briefed on the care of the equipment and completed the TCSG inventory form.	<input type="checkbox"/>	<input type="checkbox"/>
6. I have discussed my performance expectations with my supervisor.	<input type="checkbox"/>	<input type="checkbox"/>
7. I have completed telework training.	<input type="checkbox"/>	<input type="checkbox"/>

Teleworker

Date

Supervisor

Date

Telework and Alternate Work Location Request Form

The success of the telework is dependent upon a mutually beneficial arrangement for the TCSG work unit and the eligible employee. Prior to completing this form, the employee should carefully review TCSG Procedure 4.2.2p2., Telework and Alternate Work Locations. The abilities and characteristics of the employee, as well as the nature of the work will be assessed and considered prior to approval.

Name: _____

Work Unit: _____

Job Title: _____

Time in Position: _____

What is the address of the proposed alternate worksite?

Street Address: _____

City: _____ County: _____

State: _____ ZIP: _____

Is a dedicated workspace available for your use at the proposed alternate worksite? Yes No

Please describe the workspace in detail. _____

What is your proposed schedule?

Day	Location (Office or Alternate)	Hours

Employee Signature _____

Date _____

<input type="checkbox"/> Approved	<input type="checkbox"/> Approved with modifications	<input type="checkbox"/> Not approved
Comments: _____		
Supervisor Signature	Date	

Attachment: 4.2.2p2.a3. Teleworking Self-Certification Form

The following checklist is designed to assess the overall safety of your alternate worksite. The checklist is necessary to make you aware of the need for a safe workplace that is conducive for productive work. Please read and complete the self-certification safety checklist. Upon completion, you and your supervisor should sign and date the checklist in the spaces provided.

The alternate worksite is: _____

Describe the designated work area at the alternate work site: _____

Please complete the following about the designated work area:

1. Are temperature, noise, ventilation, and lighting levels adequate for maintaining your normal level of job performance? Yes No
2. 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 to the ceiling)? Yes No
3. Do chairs have any loose casters (wheels) and are the rungs and legs of the chairs sturdy? Yes No
4. Are the phone lines, electrical cords, and extension wires secured under a desk or alongside a baseboard? Yes No
5. Is the office space neat, clean, and free of excessive amounts of combustibles Yes No

Please complete the following if using a computer at home:

1. Is your chair adjustable? Yes No
2. Do you know how to adjust your chair? Yes No
3. Is your back adequately supported by a backrest? Yes No
4. Are your feet on the floor or fully supported by a footrest? Yes No
5. Are you satisfied with the placement of your VDT & keyboard? Yes No
6. Is it easy to read the text on your screen? Yes No
7. Do you need a document holder? Yes No
8. Do you have enough leg room at your desk? Yes No
9. Is the VDT screen free from noticeable glare? Yes No
10. Is the top of the VDT screen eye level? Yes No
11. Is there space to rest the arms while not keying? Yes No
12. When keying, are your forearms close to parallel with the floor? Yes No
13. Are your wrists fairly straight when keying? Yes No

I certify that all information contained in this checklist is true and complete to the best of my knowledge. I understand that any erroneous, misleading, or fraudulent information is sufficient grounds for my preclusion from teleworking.

Employee Signature

Date

Supervisor Signature

Date

PLEASE RETURN A COPY OF THIS FORM TO THE HUMAN RESOURCES OFFICE.