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|  | |  | | --- | | **Sample Telework Policy**  **(COURT)** | | |
| **Policy Procedure Owner** | | **Human Resources** |
| **Policy Title** | | **Teleworking** |
| **Policy Number** | |  |
| **Effective Date** | |  |
| **Revision Date** | |  |

**Effective Date:**  **Previous Effective Date:**

**References:** O.C.G.A. §15-5-24

O.C.G.A. § 48-7-29.11

**1. Introduction**

To meet the needs of the judiciary 24/7, teleworking is an option that a state agency providing services may consider. Teleworking may not be suitable for all employees and/or positions. The COURT may implement teleworking as a work option for certain eligible employees based on specific criteria and procedures consistently applied throughout the agency.

**2. Applicability**

All COURT employees, designated contract employees, and interns are subject to this policy.

**3. Policy Statement**

The purpose of this teleworking policy (“Policy”) is to define and outline the teleworking program (“Program,” also known as telecommuting) of the COURT, and guidelines and rules under which the program will operate. To be considered as a work option in a particular situation, teleworking must be beneficial to the COURT and the COUNTY/CITY. This Policy applies to all teleworking activities of the COURT. All applicable persons should be familiar with the contents of this policy and its supporting guidelines.

**4. Definitions**

A. Telework is defined as working at home or at other off-site locations that are

linked electronically (via computer, fax, etc.) to the COURT office. Teleworking is a cooperative arrangement between the COURT and an employee, based upon the needs of the job, work group, and the COURT. Teleworking is not a right, and may be revoked by management at any time, and shall not be used as a condition of employment. This policy also applies to situations where a supervisor occasionally allows an employee to work at home on a temporary, irregular basis.

B. **Eligible Position** – A position having measurable quantitative or qualitative

results-oriented standards of performance that are structured to be performed independently of others and with minimal need for support and can be scheduled

at least one day a pay period without impacting service quality or organizational operations. The eligibility of a position may change depending on circumstances.

**C. Eligible Employee** – An employee, in an eligible position, who has been

identified by the employee’s supervisor as satisfactorily meeting performance standards, terms, and conditions of employment of their position. The employee shall have no active formal disciplinary actions on file for the current year or review period.

D. Primary Workplace: The COURT office in Atlanta or location assigned as

the employee’s primary workplace.

E. Alternate Workplace: A work site other than teleworker's primary workplace.

The alternate workplace may include teleworker's home, a telework center, or another site approved by teleworker’s supervisor.

F. Telework Center: A facility that offers office-like workstations and electronic

equipment that may be used by state agencies to house teleworking employees.

G. Teleworker: An employee, who has entered into a telework agreement with

the COURT, and who performs normal and regular work functions on a workday that ordinarily would be performed at the primary workplace at a different location, thereby eliminating or substantially reducing physical commute to and from the primary workplace. This term shall not include extensions of the workday, or work performed on a weekend or holiday.

H. Occasional Teleworker: A teleworker, who, with the approval of their

supervisor, works at an alternate workplace on an infrequent basis. Approval is usually task or project specific and normally approved at least the day before the employee teleworks. Occasional teleworkers do not telework on a scheduled basis. For purposes of this Policy, occasional teleworkers are considered teleworkers.

1. Mobile Worker: An employee who travels during at least 50% of their work

hours, and whose current work location is their home or an assigned office, or an employee whose primary job responsibilities require indirect or limited interaction with internal customers, stakeholders or constituents at least 60 to 75% of the time. The duties of these positions generally allow the employee to meet and work off-site with clients/customers who are dispersed throughout a geographic territory, or who can transact business via electronic means most of the time. For the purposes of this Policy, mobile workers are not considered teleworkers.

J. Teleworking: An employee working at a location other than the employee's primary workplace.

K. Teleworking Agreement: A document signed by the COURT and the participating employee, that defines the terms of a telework arrangement, including the number of days per year the employee will telework (Attachment 1 – Teleworking Agreement).

**5. Procedure**

**Teleworking Agreement**

The teleworker agreement documents the mandatory policies in effect and the results of any other agreements between the division manager, supervisor, the teleworker, and Human Resources. The agreement must be signed by all parties prior to the start of teleworking agreeing that all parties will abide by the terms and conditions of teleworking. The agreement is essential to the management and legal protection needed in teleworking.

The agreement shall cover topics including but not limited to the following:

• Employee performance expectations and monitoring;

• Liability and workers compensation – employee and employer understand who is liable and for what;

• Safety – the employee must self-certify that the alternate workplace is safe and conducive to work;

• Equipment – responsibility and use of personal and state equipment at home and inventory of state equipment used outside the primary workplace;

• Security – taking records away from the office and accessing information over the Internet (see Security and Access to Information of this policy);

• Work schedule – when and where the employee will telework and procedures for overtime and leave approvals;

• Accessibility – how the employee will keep in communication with clients, co-workers, supervisors, and those the employee may supervise while teleworking; and

• Expectations of the supervisor and employee – terminating the agreement, reimbursement of expenses, and standards of conduct.

**Disciplinary Action**

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

**Review and Renewal of Teleworking Agreement**

The Teleworker Agreement (“Agreement”) must be discussed and renewed at least annually, whenever there is a major job change (such as a promotion), or whenever the teleworker, supervisor, or Division Manager changes positions. In their discretion, the judge may elect to revise this Policy when a need arises. Because teleworking was selected as a feasible work option based on a combination of job characteristics, employee characteristics, supervisor characteristics, and division manager characteristics, a change in any one of these elements may require a review of the teleworking arrangement.

**Work Space and Work Hours**

1. Work Space: Teleworker shall maintain a clean, safe alternate workspace

that is adequate for work and free of obstructions and distractions. To ensure that productive working conditions exist, it may be necessary for the COURT to make on-site visits to the alternate workplace at mutually agreed-upon times. However, this will be handled by the COURT on a case-by-case basis. Teleworker shall designate a specific workspace at the alternate workplace and will conduct work for the COURT from that location.

1. Work Hours: Teleworker shall develop a work schedule with teleworker’s

Division Manager and supervisor, and teleworker’s supervisor must agree in advance to any changes to teleworker’s work schedule. Teleworkers subject to mandatory overtime must obtain approval from their supervisors before performing overtime. A non-exempt teleworker working overtime without such approval may cause the COURT to terminate the teleworking option and/or take other appropriate action. Teleworker must obtain approval in advance from their supervisor before taking leave during a designated teleworking day.

**Employee Participation**

1. Discretionary: **Offering the opportunity to work at home or another**

**alternate workplace is a management option and is not an employee right**. An employee’s participation in the COURT’s teleworking program is entirely voluntary and at the discretion of the COURT. Teleworker, the Judge, Division Manager, or teleworker’s supervisor, may terminate teleworking with or without cause upon written notice to the teleworker if given by the supervisor, Division Manager or judge, or to teleworker’s supervisor if given by teleworker. Teleworking is a work arrangement between an individual employee, their Division Manager and supervisor. **A Division Manager or supervisor has no authority to require an employee to telework unless it is a clearly stated requirement in the job description.**

1. Applicable Policies, Rules, and Regulations: Teleworker shall adhere to all

policies, rules, and regulations of the COURT and COUNTY while teleworking. Other than those duties and obligations expressly imposed on teleworker under the Teleworking Agreement, the duties, obligations, responsibilities, and conditions of teleworker’s employment with COURT remain unchanged. Teleworker’s salary and participation in the pension and benefit plans shall remain unchanged.

1. Contact with Office: Teleworker must maintain contact with the office as

may be specified in the work schedule, COURT Policy, and Teleworking Agreement.

1. Personal Business: Teleworker agrees to perform only official duties and

not to conduct personal business while on work status at the alternate work location. For this purpose, “personal business” includes but is not limited to caring for children or dependents and making home repairs. Teleworker shall continue to make arrangements for child or dependent care to the same extent as if teleworker were working at the primary workplace.

1. Work-related Meetings: Teleworker agrees not to conduct any work- related

meetings in-person at the alternate work location if that alternate work location is teleworker’s home; however, even a teleworker working at their home can conduct virtual meetings by phone or electronic means, equipment permitting, and subject to the other limitations in this policy.

1. Outside Activities: Teleworker’s activities outside the time of work or

outside the place designated for work will be deemed to be in teleworker’s own personal time and place, unconnected with work activities.

**Equipment and Supplies**

1. Office Supplies: Office supplies (e.g. pens and paper) for use while

teleworking shall be provided by the COURT and should be obtained by teleworker during teleworker’s in-office work period. Out-of-pocket expenses for supplies regularly available at the primary workplace will not be reimbursed unless previously approved by COURT.

1. Personal Furniture, Etc.: Teleworker is expected to use their own furniture,

telephone lines, and other equipment when teleworking unless otherwise specified in the Agreement. Any use of private facilities of teleworker will be at teleworker’s discretion and not at the behest or expense of the state. This applies to all physical improvements and conveniences as well as services.

1. Operating and Other Costs: Teleworker agrees that the COURT will not be responsible for operating costs, home maintenance, or any other incidental cost (e.g. utilities, insurance) whatsoever, associated with the use of teleworker’s residence or computer equipment. The COURT will reimburse teleworker for expenses authorized by teleworker’s supervisor in advance and incurred while conducting business for the COURT. Teleworker’s supervisor must agree in advance that the COURT will reimburse an expense not otherwise allowed hereunder or under the Agreement in order for the same to be reimbursed by the COURT.
2. Approval for Use of COURT Equipment: No COURT equipment shall be

utilized at an alternate workplace without the prior approval of teleworker’s supervisor. COURT equipment shall remain the property of the Court and shall be utilized only for official COURT business.

**Security and Access to Information**

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

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

Teleworker is responsible for maintaining confidentiality and security at the alternate workplace, as teleworker would at the primary workplace. Teleworker must protect the security and integrity of data, information, paper files, and access to COURT computer systems. COURT information technology and internet usage policies apply to teleworking, as they would in the primary workplace.

**Expenses and Compensable Time**

1. Approved Alternate Workplace: Teleworker may work from an alternate

workplace that has been approved by the employer. Mileage between the home and teleworker's assigned office or telework center shall be considered commute mileage and not subject to reimbursement.

1. Long-distance Calls: Work-related long distance phone calls should be

planned for in-office days. At the discretion of the Judge or supervisor, expenses for business-related long distance calls and cell phone calls, which must be made from teleworker's approved alternate workplace, may be reimbursed if the reasons and costs for the calls are documented.

1. Miscellaneous Costs: Teleworker is responsible for the cost of

maintenance, repair, and operation of personal equipment, and for all other costs not provided by the COURT or COUNTY/CITY.

**Liability**

1. Workers’ Compensation: Teleworker’s workspace at an alternate

workplace, when used for teleworking, is an extension of the COURT workspace. The COUNTY/CITY’s liability for job-related accidents will continue to exist during the approved work schedule and in teleworker’s designated work location. Teleworker is covered under the COUNTY/CITY Workers' Compensation Law for injuries occurring in the course of the actual performance of official duties at the alternate workplace.

If an injury occurs during teleworking work hours, teleworker shall immediately report the injury to the supervisor. Teleworker, supervisor, and the COURT should follow the COUTY/CITY's policies regarding the reporting of injuries for employees injured while at work.

1. Damage to Property: Teleworker understands that neither the COUNTY/CITY nor the COURT will be liable for damages to teleworker’s personal or real property while teleworker is working at the alternate work location, except to the extent adjudicated to be liable under Georgia Law.
2. Injuries to Others: Neither the COUNTY/CITY nor the COURT is responsible for any injuries to family members, visitors, and/or others in teleworker’s home.
3. Liability: To the extent permitted by law, teleworker will not attempt to hold

The COUNTY/CITY or COURT responsible or liable for any loss or liability in any way connected to teleworker's non-work-related use of their own home. To the extent permitted by law, neither the COUNTY/CITY nor the COURT shall be so liable.

1. Responsibilities of Teleworker: At their expense, if teleworker elects to do

so, teleworker is responsible for contacting teleworker’s insurance agent and a tax consultant and consulting local ordinances for information regarding home workplaces.

**Program Reporting and Evaluation**

Teleworker agrees to provide notice of work assignments to teleworker’s supervisor, a teleworking report delineating work completed at the conclusion of the workday, and participate in studies, inquiries, reports or analyses relating to teleworking at the COURT’s direction and discretion.

**Exceptions to this Policy**

In extenuating circumstances, the supervisor, Division Manager, or Judge, at their discretion, may grant an employee an exception to this Policy if (1) the quality and quantity of the employee’s work does not and will not decline, and (2) the exception will not cause a disruption to the productivity and work flow of the COURT. Such exception(s) must be reviewed and approved by Human Resources management to ensure exceptions comply with existing COURT policies.

Such exceptions will be confined to the period of time directed by the Judge, Division Manager, supervisor or Human Resources management and may contain conditions which shall be binding upon teleworker.

**6. Attachments**

Attachment 1: Teleworking Agreement Form

**7. Record Retention**

Attachment 1: Place in employee’s official personnel folder for the length of

employment.

Upon termination of State employment, withdraw the official personnel folder and place in inactive file for seven years for full-

time, and six years for temporary employees.