



Judicial Council Administrative Office of the Courts (JC/AOC)

Policy Procedure Owner	Human Resources
Policy Title	Telework - Social Distancing Addendum
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References: O.C.G.A. §15-5-24

1. Introduction

To meet the ongoing needs of the judiciary in fulfilling its governmental duties, 24/7, a state agency may consider providing services to the judiciary through teleworking. While Teleworking (also known as telecommuting) may not be suitable for all employees and/or positions, the JC/AOC 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 JC/AOC employees, designated contract employees, and interns are subject to this policy.

3. Policy Statement

The purpose of this Social Distancing Teleworking Policy ("Policy") is to serve as an addendum to the teleworking program already in effect at the JC/AOC ("Program," also known as telecommuting) and to provide 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 JC/AOC and the State of Georgia. This Policy applies to all teleworking activities of the JC/AOC during a state of emergency. All applicable persons should be familiar with the contents of this policy and its supporting guidelines.

If a county has closed schools or public gathering places, it is likely for the benefit of all that an employee affected by such closure begin teleworking immediately. While we know there will be distractions for those with children or other family members at home, employees should do their best to telework or time shift work as needed. Maintaining a high level of communication with the employee's manager is essential.

4. Definitions

- A. **Telework** - is defined as working at home or at other off-site locations that are linked electronically (via computer, fax, phone, etc.) to the JC/AOC office and JC/AOC employees. Teleworking is a cooperative arrangement between the JC/AOC and an employee, based upon the needs of the job, work group, and the JC/AOC. 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 state of emergency has been declared.
- B. **Eligible Position** – A position that may be performed remotely without impacting service quality or organizational operations is eligible for teleworking. The eligibility of a position may change depending on circumstances.
- C. **Teleworking Agreement** - A document signed by the JC/AOC, the participating employee, and Human Resources that documents the mandatory policies in effect for teleworking. Each Division Director must turn in the Teleworking Agreement to Human Resources. (Attachment 1 – Teleworking Agreement).

5. Procedure

Teleworking Agreement

Each employee must have a signed Teleworking Agreement in place prior to teleworking. All parties will abide by the terms and conditions of teleworking. The agreement is essential to the management of and legal protection needed for teleworking.

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

- Employee performance expectations and monitoring - Each Division leader should start every day at 9 a.m. with an email or phone call to each employee. Every employee needs to be on that 9 a.m. call or responsive to the email unless prior notification has been given that they are not well or otherwise engaged. At the conclusion of the workday the Teleworker shall notify their manager of work completed;
- Liability and workers compensation;
- Every Monday, all Senior Staff and the Executive Assistant will have a conference call at a designated time led by the Director or an appointed designee;
- Safety – the employee must self-certify that the alternate workplace is safe and conducive to work;
- Equipment – the 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 JC/AOC from taking any appropriate disciplinary or adverse action against the teleworker if the 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 must be discussed and renewed at least annually or may be discussed and renewed whenever there is a declared state of emergency or pandemic. In his or her discretion, the JC/AOC Director may elect to revise this Policy when a need arises.

Work Space and Work Hours

- 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 state or JC/AOC to make on-site visits to the alternate workplace at mutually agreed-upon times. However, this will be handled by the JC/AOC on a case-by-case basis. Teleworker shall designate a specific workspace at the alternate workplace and will conduct work for the JC/AOC from that location.
- Work Hours: Teleworker shall develop a work schedule with teleworker's Division Director 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 JC/AOC to terminate the teleworking option and/or take other appropriate action. Teleworker must obtain approval in advance from his or her supervisor before taking leave during a designated teleworking day.

Employee Participation

- Mandatory. In the event of an official emergency, the Director, a Division Director, Manager or supervisor **may** require an employee to telework unless exempted due to approved leave status, medical reasons, or a natural disaster prevents an employee from doing so.

- B. Applicable Policies, Rules, and Regulations: Teleworker shall adhere to all policies, rules, and regulations of the JC/AOC and the State of Georgia while teleworking. Other than those duties and obligations expressly imposed on the teleworker under the Teleworking Agreement, the duties, obligations, responsibilities, and conditions of teleworker's employment with JC/AOC remain unchanged. Teleworker's salary and participation in the pension and benefit plans shall remain unchanged.
- C. Contact with Office: Teleworker must maintain contact with the office as may be specified in the work schedule, JC/AOC Policy, and Teleworking Agreement.
- D. 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. If child or dependent care is unavailable due to an emergency, the Teleworker shall communicate a work schedule with their supervisor to accommodate both teleworking and care needs.
- E. 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.
- F. Outside Activities: Teleworker's activities outside the time of work or outside the place designated for work will be deemed to be on teleworker's own personal time and place, unconnected with work activities.

Security and Access to Information

JC/AOC Division Directors or supervisors must maintain a log of any JC/AOC-owned equipment, furnishings, supplies or property used by the Teleworker to ensure all items are properly accounted for. Teleworker agrees that all JC/AOC-owned data, files, software, equipment, facilities, and supplies must be properly protected and secured. JC/AOC-owned data, software, equipment, facilities, and supplies must not be used to create teleworker-owned software or personal data and are not for personal use. Teleworker will comply with all JC/AOC 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 JC/AOC and must be produced in the approved format and medium.

Teleworker agrees to protect JC/AOC records from unauthorized disclosure or damage and will comply with all requirements of law regarding disclosure of JC/AOC 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 JC/AOC computer systems. JC/AOC information technology and internet usage policies apply to teleworking, as they would in the primary workplace.

Expenses and Compensable Time

- A. 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.
- B. Long-distance Calls: Work-related long distance phone calls should be planned for in-office days. At the discretion of the Director 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.
- C. 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 JC/AOC or the State of Georgia.

Liability

- A. Workers' Compensation: Teleworker's workspace at an alternate workplace, when used for teleworking, is an extension of the JC/AOC workspace. The state's liability for job-related accidents will continue to exist during the approved work schedule and in the Teleworker's designated work location. Teleworker is covered under the State's 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 JC/AOC should follow the state's policies regarding the reporting of injuries for employees injured while at work.

Damage to Property: Teleworker understands that neither the State of Georgia nor JC/AOC 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.

- B. Injuries to Others: Neither the State of Georgia nor JC/AOC is responsible for any injuries to family members, visitors, and/or others in teleworker's home.

- C. Liability: Teleworker will not attempt to hold the State of Georgia or the JC/AOC responsible or liable for any loss or injury in any way connected to teleworker's non-work-related use of their teleworking location. Neither the state nor the JC/AOC shall be liable for any loss or injury connected to a teleworker's non-work-related use of their teleworking location.

Program Reporting and Evaluation

Every Friday, each teleworker agrees to submit a short report summarizing their work for that week to their Division Director or Department Manager which will be part of the Division Director's report. The Teleworker also agrees to participate in studies, inquiries, reports, or analyses relating to teleworking at the JC/AOC's direction and discretion.

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.