



GEORGIA
TECHNOLOGY
AUTHORITY

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Human Resource Policy # 5.4

TELEWORK POLICY

EFFECTIVE DATE: February 16, 2002

REVISION DATE: August 2, 2021

REFERENCES: State Law (O.C.G.A. 34-9-1 through 34-9-367 – Workers Compensation)
State Law; (O.C.G.A. 45-7-9 Special Injury)
State Law; (O.C.G.A. 45- 10 -1 Ethic)
Statewide Telework Policy
Technology Guideline for the Remote Worker (PSG: GS-21-001)

PURPOSE

Telework is an alternative work arrangement available for Georgia Technology Authority (GTA) employees under certain circumstances.

For purposes of this policy, telework means an agreement between an employee and the Georgia Technology Authority to authorize eligible employees to perform work at an approved alternative workplace location other than their conventional worksite for a specified period of time.

Telework does not change the basic terms and conditions of employment with GTA. It is a work alternative to be used at the discretion of GTA, rather than an employee entitlement, and intended to enhance productivity, creativity, and employee satisfaction. The telework agreement may not be permanent and may be modified or terminated if it is determined that the needs of the GTA and/or its employees are not being met. Telework should not be cause for overtime without written permission from the Manager.

There are three steps for telework authorization: (1) determine eligibility, (2) completion of applicable training (3) submission of the Telework Agreement, the Telework Schedule and Tasks Form and the Telework Workspace Self-Certification Checklist with signed authorization. All must be completed to ensure both teleworkers and supervisors maintain a successful telework arrangement.

POLICY

Full-time and part-time employees who meet eligibility requirements may enter into a telework arrangement mutually agreed upon by the Senior Officer, Office Director, and/or Executive Director or Deputy Director.

ELIGIBILITY

Any employee of GTA may request a telework agreement. However, job function, customer service, and other job-related considerations would be reviewed on a case-by-case basis when approving the request. A telework agreement must be approved by the Senior Officer, Office Director, and/or Executive Director or Deputy Director. Permission to telework must be given in writing, and in advance.

The telework agreement can be terminated at any time by the Senior Officer, Office Director, Executive Director, or employee.

Questions concerning alternate work areas should be directed to the employee's manager, Office Director, or the Director of Human Resources.

In the event telework is approved, the employee and GTA will enter into a telework agreement that will remain in effect until the agreement is terminated by the manager or the employee.

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PREREQUISITES FOR TELEWORK PARTICIPATION

Training: All employees interested in teleworking must complete mandatory Employee Telework Training prior to engaging in any remote work.

All supervisors and managers are required to attend mandatory Telemanager Training. Successful telework programs need management support in order to succeed. Specific management practices such as the ability to manage by results and skill in setting and communicating clear goals are essential. Managers must understand the benefits the virtual work programs will provide them and should be trained to effectively manage employees who work under these programs. Management buy-in is the single most important prerequisite for the success of any virtual work program.

PROCEDURE

Employee must meet with immediate manager and/or supervisor to determine ability to telework based on above eligibility statements. Once a determination has been made and the employee is eligible to telework, the employee is then required to sign the Telework Agreement and accompanying forms; the Telework Schedule and Tasks Form and the Telework Workspace Self-Certification Checklist. Follow-ups to all telework agreements are done during coaching sessions and within the performance management process.

All employees must sign the telework scheduling and task document with specific telework authorization. This document will be filed in the employee's personnel file. The telework agreement can and will be terminated at the determination of the manager, Office Director and/or employee if the situation has a negative impact on the business of GTA or any of its sub-units, or if the mutual agreement between parties is dissolved.

The following are the definitions for the categories of telework:

- ***Occasional: Work Related*** – On occasion, an employee may be working on an assignment that can be better executed at an alternate work area (e.g. an employee preparing for a presentation).

Personal Circumstances - Employees may be allowed to work at an alternate work area because of personal circumstance. For example, an employee is injured and unable to come to the office, or there may be a transitional period after an injury or illness, during which the employee is able to work at an alternate work area. In these circumstances it may be possible for an employee to telework where GTA determines that the job requirements of the position and the needs of GTA can still be met and in this case be considered a reasonable accommodation under the Americans with Disabilities Act (ADA).

- ***Regular*** - Employees may be assigned to work out of the office, normally the employee's home, on a scheduled and predictable basis.



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JOB RESPONSIBILITIES

Employee job responsibilities will not change due to telework. Professionalism in terms of job responsibilities, work output, and customer service will continue to follow the standards set by GTA. The amount of time an employee is expected to work will not change due to telework. Employees will work their normal hours, and must be accessible, unless the manager and/or Office Director mutually agree upon different hours.

Employees who telework will manage dependent care and personal responsibilities in a way that will not distract from successfully meeting job responsibilities. During working hours, the teleworker must not be the primary caregiver outside of flexibility that may be allowed regarding child or dependent care during extenuating circumstances such as a declared state of emergency that affects the availability of schools and/or childcare providers.

All working time will be accurately reported to GTA and must be dedicated to completion of agency assignments. Teleworkers must not engage in secondary employment activity or otherwise conduct personal business while in official work status. Intentionally misreporting time worked will result in disciplinary action, up to and including termination.

ALTERNATE WORK AREA

GTA will provide workers' compensation and liability protection as obligated by State statutes for the employee while in the course of employment within the agreed upon location and defined work schedule. GTA assumes no responsibility for any activity, damages, or injury not directly associated or resulting from the official job duties for which GTA has no ability to exercise control. GTA assumes no responsibility for the employee's personal property.

A designated workspace should be maintained by the employee in a clean, professional, and safe condition. Any change in the approved job assignment, location, or defined work schedule must be reviewed and approved by the manager or Office Director in advance.

Liability may extend to accidents which could occur in the alternative work area; therefore, GTA reserves the right to make on-site inspections of this work area, at a mutually agreed upon time, to ensure that safe work conditions exist. GTA's failure to inspect the alternate work area in any time period shall not constitute a waiver of GTA's right to conduct future on-site inspections. Employees shall not conduct any business-related meetings at the alternate work area.

EQUIPMENT AND SUPPLIES

GTA equipment will be issued by the GTA Office of Facility & Asset Management. In the event state issued equipment becomes defective, it is the responsibility of the employee to contact GTA Facilities to troubleshoot the issue and as required, return defective equipment.

Upon termination of the employment relationship, all GTA provided equipment must be returned within 5 business days. Any GTA provided equipment shall be used solely for work related activities.

Office supplies (e.g., pens and paper, etc.) are not required to be provided by GTA, however, may be obtained during the teleworker's in-office work period. Reimbursement of employee expenses must be approved in advance and in writing and will be dealt with on a case-by-case basis.

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EQUIPMENT AND SUPPLIES (continued)

The employee is expected to use his or her own furniture, telephone lines, and other equipment. Any use of private facilities of the employee will be at the employee's discretion and not at the behest or expense of the State. This applies to all physical improvements and conveniences as well as services. No employee expenses under this policy shall be reimbursed without prior written approval by the Manager.

A GTA issued mobile cell phone with an enabled mobile hotspot will be provided. Reimbursement for personal cell phone or data cost will not be permissible. In the event of an uncontrollable outage (i.e. Power) a backup plan to maintain work performance is expected to reasonable extent.

In no situation should state-owned equipment be installed in an employee's home. GTA may, however, give written permission for certain equipment, for example computers and hand-held devices to be used at the alternate work area. GTA will retain the responsibility for the inventory and maintenance of its property complying with State laws and procedures.

SECURITY

The employee is responsible for maintaining confidentiality and security at the alternate work area while teleworking to the same extent as required at the employee's primary workplace. Employees working at an alternate work area will take all precautions necessary to secure sensitive information and prevent unauthorized access to GTA systems.

REMOTE ACCESS

To connect to the GTA network (e.g. to access the shared drives, change network password, or for some software installations or patches), GTA employees will need to connect "GTA SSL VPN". No other remote access is available to access the GTA network. GTA SSL VPN connection does not have to be maintained at all times while teleworking but only as needed to access the GTA network. GTA tools like MyGTA, Office 365, and NEOGOV provide their own secure connection and don't require SSL VPN to connect.

GTA uses MS Teams or Zoom for video meetings and expects employees to be able to fully participate in those meetings when teleworking. In addition, there may be other collaborative applications an employee will be required to use. GTA will make sure you have a PC with hardware to meet the minimum requirements for those tools, but the employee is responsible for making sure they have enough bandwidth in their home broadband plan to support video meetings. Minimum bandwidth requirements change from year to year. GTA Office of Facility & Asset Management can be contacted for details of current minimums and how to check your home network.

ATTACHMENTS:

Telework Agreement includes the following:

- Attachment A: Telework Agreement
- Attachment B: Telework Workspace Self-Certification Checklist
- Attachment C: Telework Schedule and Task Form

**GEORGIA TECHNOLOGY AUTHORITY****Human Resource Policy # 5.4****TELEWORK POLICY****Attachment A:****Telework Agreement**

This Telework Agreement (hereafter “Agreement”) is made effective as of the Effective Date specified below, by and between the Georgia Technology Authority (“GTA”) and the undersigned employee of the GTA (hereinafter referred to as “Employee”). For and in consideration of the Employee being permitted the privilege of telework, the parties, intending to be legally bound, agree as follows:

A. Scope of Agreement

1. Employee agrees that teleworking is voluntary and may be terminated, by either the Employee or GTA, with or without cause. Employee’s participation in this Agreement is available only as long as the Employee is deemed eligible to telework in GTA’s sole discretion. There exists no right to telework.
2. Other than those duties and obligations expressly imposed on the Employee under this Agreement, the duties, obligations, responsibilities, and conditions of Employee’s employment with GTA shall remain unchanged. Employee’s salary and participation in the pension, benefit, and GTA- sponsored insurance plans shall be unaffected by this Agreement.
3. The terms “Alternative Work Area” shall mean Employee’s residence or any alternate office location approved by GTA. The term “office” shall mean Employee’s usual and customary GTA work address.
4. Nothing in this Agreement precludes GTA from taking any appropriate disciplinary or adverse action against the Employee if the Employee fails to comply with the provisions of this Agreement or any other terms and conditions of employment.
5. Employee shall complete and sign the Teleworking Orientation Checklist contemporaneously with this Agreement and it shall be incorporated herein by reference.
6. This Agreement is not a contract of employment and may not be construed as one.

B. Scheduling and Tasks

1. If Employee is subject to mandatory overtime, Employee agrees to obtain advance supervisory approval before performing overtime. Working overtime without such approval may result in termination of teleworking privileges and/or other appropriate action.
2. Employee agrees to obtain advance supervisory approval before taking leave.
3. Employee agrees to perform only official duties and not conduct personal business while on work status at the Alternative Work Area.
4. Employee agrees not to conduct any on-site work-related meetings at the Alternative Work Area unless previously approved by Employee’s supervisor and the Director of Human Resources.

C. Alternate Work Area

1. Employee agrees that the Alternate Work Area is adequate for performance of the Employee’s official duties. Employee agrees to maintain this Alternate Work Area in a safe condition, free from hazards and other dangers to Employee and equipment.
2. Employee shall complete and sign the Teleworking Workspace Self-Certification Checklist prior to signing this Agreement and it shall be incorporated herein by reference.
3. Employee understands that GTA reserves the right to make on-site visits to the Alternate Work Area, at a mutually agreed upon time, for the purposes of determining if the site is conducive to productive work, maintained in compliance with the Employee’s Workspace Self-Certification Checklist, or to investigate a worker’s compensation claim. Employee shall not unreasonably withhold consent to such visits.

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Attachment A:

Telework Agreement

D. Work Performance and Standards of Conduct

1. Employee agrees to provide regular reports, if required by the Employee's supervisor, to help judge work performance. Employee understands that a decline in work performance may result in termination of this Agreement and the teleworking privilege and, potentially, further disciplinary actions.
2. While working at the Alternate Work Area, Employee agrees to be bound by all GTA policies and procedures, as they may be amended from time to time. Violation of the foregoing may result in termination of this Agreement and the teleworking privilege and, potentially, further disciplinary actions.

E. Supplies and Equipment

1. Office supplies (e.g., pens and paper, etc.) are not required to be provided by GTA, however, may be obtained during the teleworker's in-office work period. Employee understands and agrees that approval for reimbursement for Employee expenses must be obtained on a case-by-case basis and in advance.
2. Employee understands that s/he is expected to use his or her own furniture, telephone lines, and all other equipment when teleworking unless otherwise specified in this Agreement. GTA technical support will not be provided for employee's personal hardware and software.

F. Security and Confidential Information

1. Employee understands and agrees that all GTA-owned data, files, software, equipment, facilities and supplies used at an Alternative Work Area must be properly protected and secured.
2. Employee must comply with all GTA and State policies, mandatory security awareness training, instructions and agreements regarding confidential information and intellectual property. Employee agrees to protect GTA records from unauthorized disclosure or damage and will comply with all legal requirements regarding disclosure of information.

G. Liability for Injuries

1. 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 Work Area designated on approved forms. Employee agrees to notify the Employee's supervisor immediately of any accident or injury that occurs at the Alternate Work Area and to complete any required forms. The GTA agrees to investigate such a report immediately.
2. Employee understands that the State will not be liable for loss or damages to Employee's personal or real property while Employee is working at the Alternate Work Area, except to the extent adjudicated by a court of competent jurisdiction under Georgia law.
3. To the extent permitted by law, the Employee will not attempt to hold the State responsible or liable for any loss or damage in any way connected to the employee's non-work-related use of his or her Alternative Work Area.



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Attachment A:

Telework Agreement

H. Miscellaneous

1. Employee agrees to participate, at GTA's direction, in studies, inquiries, reports or analyses relating to teleworking.
2. This Agreement shall become effective as of the date indicated below and shall remain in effect until reviewed during the Employee's performance evaluation.
3. Either party may terminate this Agreement and the Employee's participation as a teleworker, with or without cause, upon written notice to the other party. GTA will not be held responsible for any costs, damages or losses resulting from cessation of Employee's participation as a teleworker.
4. This agreement shall be construed, interpreted, and enforced according to the laws of the State of Georgia.
5. Employee will complete mandatory telework training prior to commencement.

ATTACHMENTS: The following Attachments shall be incorporated herein by reference:

Attachment B: Telework Workspace Self-Certification Checklist

Attachment C: Telework Schedule and Tasks Form

I hereby acknowledge that I have read, understand and agree to the terms and conditions contained in this Agreement, the Telework Workspace Self-Certification Checklist and the Telework Schedule and Tasks Form. To the best of my knowledge and belief, all the information provided on the forms is true and complete.

Employee Signature:	Date:
Print Name:	Position Title:
Department:	

Supervisor Signature:	Date:
Print Name:	Position Title:

**GEORGIA TECHNOLOGY AUTHORITY****Human Resource Policy # 5.4****TELEWORK POLICY****Attachment B:****Telework Workspace Self Certification Checklist**

The following checklist is designed to assess the overall safety of your Alternative Work Area. The check list is necessary to make you aware of the need for a safe workplace that is conducive to productive work. Please read and complete the self-certification safety checklist.

Employee Name:	Telework Start Date:			
Supervisor:	Department:			
Address of Telework/Alternate Work location:	Specify location of workspace:			
Phone:	Alternate Phone:			
Describe designated work area:				
1. Temperature, noise, ventilation and lighting levels are adequate for maintaining a normal level of job performance.	<input type="checkbox"/> Yes		<input type="checkbox"/> No	
2. All electrical equipment is free from recognized hazards that would cause physical harm (fray wires, bare conductors, loose wires, flexible wires running through walls, exposed wires to the ceiling).	<input type="checkbox"/> Yes		<input type="checkbox"/> No	
3. Telephone lines, electrical cords and extension wires are secure under a desk or alongside a baseboard.	<input type="checkbox"/> Yes		<input type="checkbox"/> No	
4. Is the office space a quiet, designated area that provides an environment to focus and work uninterrupted?	<input type="checkbox"/> Yes		<input type="checkbox"/> No	
5. Office is neat, clean and free of excessive amounts of combustibles.	<input type="checkbox"/> Yes		<input type="checkbox"/> No	
6. Is your office chair adjustable with your back adequately supported and your feet on the floor or fully supported by a footrest?	<input type="checkbox"/> Yes		<input type="checkbox"/> No	
7. At your desk, is there space to rest your arms while not keying and when keying are your forearms close to parallel with the floor?	<input type="checkbox"/> Yes		<input type="checkbox"/> No	

I certify that all the information contained in this checklist is true and complete to the best of my knowledge. I understand that it is my responsibility to maintain the Alternative Work Area in a safe and secure condition. I understand that any erroneous, misleading or fraudulent information will be sufficient grounds for the termination of my telework privileges.

Employee Signature:	Date:
Supervisor Signature:	Date:



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Attachment C:

Telework Schedule and Tasks Form

ALTERNATE WORK AREA

Employee Name:	Telework Start Date:
Supervisor Name:	Department:
Address of Alternate Work location:	Specify location of workspace:
Phone:	Alternate Phone:
Will there be any sharing of or changes in the conventional workspace once telework schedule begins? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, specify:	

SCHEDULE

Select the telework category that you are electing:

<input type="checkbox"/> Regular Out-Of-Office Assignment: Employees may be assigned to work out of the office, normally the employee's home, on some kind of regular basis. # of Telework Days Weekly: <input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 OR <input type="checkbox"/> only in office as needed Telework Days (if regularly scheduled): <input type="checkbox"/> Monday <input type="checkbox"/> Tuesday <input type="checkbox"/> Wednesday <input type="checkbox"/> Thursday <input type="checkbox"/> Friday Telework Start Time: _____ Telework End Time: _____ Hours per Day: _____	
<input type="checkbox"/> Occasional: Work Related: Occasionally, an employee may be working on an assignment that can be better executed at an Alternate Work Area (e.g. an employee preparing for a presentation).	
<input type="checkbox"/> Personal Circumstances (contact HR for additional requirements): Sometimes employees may be allowed to work at an Alternate Work Area because of some personal circumstance. For example, an employee is injured and unable to come to the office, or there may be a transitional period after an injury or illness, during which the employee is able to work at an Alternate Work Area. In these circumstances it may be possible for an employee to telework where the Authority determines that the job requirements of the position and the needs of GTA can still be met.	
Comments:	
Employee Signature:	Date:
Supervisor Signature:	Date: