



PERSONNEL POLICY
SUBJECT: TELECOMMUTING

DATE: May 20, 2020

Number: 335-16

I. Statement of the Policy

Fulton County supports programs and activities that complement the use of public and group transportation and embrace the goal of improving the quality of life for County employees and citizens. Accordingly, the County supports telecommuting as a viable workplace alternative to a traditional workplace and as a means of reducing overhead costs and improving the environment. The County will actively support telecommuting when it is reasonable and practical to do so and where operational needs will not be adversely affected.

Telecommuting is a cooperative arrangement between the County and an employee, based on the needs of the job, work group, and the County. Telecommuting is a privilege. The County has the right to deny the telecommuting option to individual employees and to review, modify or terminate a telecommuting arrangement at any time, for any reason or no reason at all.

II. Applicability

To be eligible, an employee's job duties must be of such a nature that neither the employee's physical presence at the work site nor regular face-to-face interaction with staff, visitors or the general public is a requirement of the employee's position.

III. Establishment and Implementation of Procedure

The County Manager, in consultation with the Personnel Director and the County Attorney, is authorized to establish and modify, as needed, a procedure for implementing this policy.

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PERSONNEL PROCEDURE

SUBJECT: TELECOMMUTING

DATE: August 10, 2020

Number: 335-16

I. Telecommuting Defined

Telecommuting is working at home or at other off-site locations that are linked electronically (via computer, fax, etc.) to a central office or principal place of employment. Telecommuting does not include instances where a supervisor occasionally allows an employee to work at home on a temporary, irregular basis.

II. Eligibility Guidelines

Telecommuting is normally reserved for employees in exempt positions, since nonexempt positions require careful tracking of time worked to ensure that overtime policies are properly observed. Telecommuting is more challenging for nonexempt employees due to record keeping requirements that require recording of each workday showing when the employee begins and ends the workday as well as meal and break periods.

Management will consider several criteria when determining if an employee will be permitted to telecommute, including proven ability to perform, high job knowledge, ability to establish clear objectives, flexibility, ability to work independently, and dependability.

Management will also consider several criteria when determining if the nature of an employee's work lends itself to telecommuting, such as whether the job entails working alone or with equipment that can be kept at the alternative job site, whether the job has clearly defined tasks and objectives, whether the job is flexible, and whether the job has measurable work activities.

All requests should be treated equitably, regardless of the employee's reason for making the request. The following guidelines are applicable:

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- In any work arrangement, employees will be expected to meet the same performance standards as otherwise required, and supervisor/managers will be expected to use the same performance review criteria that were previously applicable.
- Employees who propose a telecommuting agreement should ensure a safe and suitable workspace that is appropriately confidential and free of distractions and interruptions that may interfere with work. Where applicable, telecommuters will need to find ways to maintain a distinct separation between work activities and personal activities.
- All telecommuting work arrangements are subject to ongoing review and may be terminated at any time, by either party.
- All terms and conditions of employment with the County (e.g. duties, responsibilities, benefits, salary, etc.) remain unchanged as a result of the telecommuting arrangement.

III. Telecommuting Agreement

Any employee eligible for a telecommuting arrangement will be required to sign a Telecommuting Agreement (**See Exhibit A**). A Telecommuting Agreement is not a contract of employment. Either the employee or the County may terminate the employment relationship at any time with or without notice and/or cause. Any violation of the County's telecommuting policy or the individual Telecommuting Agreement may result in removal of the employee from the teleworking program and/or may result in other disciplinary action up to and including termination.

If the Telecommuting Agreement is terminated, employees are required to return promptly to the regular County workplace and schedule within four (4) working days. If they elect not to return as requested, and do not report to work within four (4) working days, they will be subject to disciplinary action and/or be considered to have voluntarily terminated their employment.

The County will not be held responsible for costs, damages, liabilities, or losses incurred by the teleworker resulting from or arising out of the Telecommuting Agreement.

IV. Americans with Disabilities Act

The County may consider telecommuting as a type of reasonable accommodation under the Americans with Disability Act ("ADA"), for qualified employees with disabilities. Consideration shall be made on a case-by-case basis and between the employee, the Appointing Authority and, the ADA Administrator or These policies do not create a contract of employment. Employment for non-classified employees remains "at will".

designee in order to determine whether telecommuting may be a reasonable accommodation that would allow the employee to perform the essential duties of their job position. Regardless of whether a telecommuting arrangement is provided as a reasonable accommodation, all other criteria applicable to this policy will apply.

V. Responsibilities

A. Department Head/Manager or Supervisor:

1. Determine whether the employee is a good candidate for telecommuting. Consider factors such as, but not limited to, satisfactory performance and the ability to work independently.
2. Determine, with the Department of Human Resources Management, that the nature of work is suitable for performance from a remote site (e.g., need for confidentiality).
3. Evaluate and consider how the proposed arrangement will impact other employees or the department as a whole.
4. Approve County equipment for use at remote location.

B. Employee:

1. Ensure that County equipment and records in the off-site workspace are maintained in safe and secure conditions and are used primarily for County business.
2. Ensure County records are available to the department when requested. Employee should consult with department management to clarify any system back-up requirements if work is saved on a system other than the department's server.
3. Nonexempt employees must log their actual hours worked via the County's official Time and Attendance System. Non Exempt employees must "check-in" with the supervisor or designated person by phone or by email at the beginning and ending of each telecommuting work day. All employees must notify the supervisor (or designee) when leaving the telecommuting site during regular, scheduled working hours.
4. Nonexempt employees must obtain approval from supervisors in advance of working any overtime.

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5. Alert the department head if external circumstances are likely to interfere with performance under the telecommuting arrangement.
6. Ensure that customer/organizational needs take precedence over the telecommuting schedule.

C. Employee and Supervisor:

1. Provide time recording systems to record telecommuting hours.
2. Determine how work will be assigned and performance measured.
3. Determine the working hours on telecommuting days.
4. Prevent the arrangement from burdening the employee's co-workers.
5. Ensure that the employee is readily available, and has adequate means of communication during specific working hours.
6. Arrange for the employee to come to the primary work site when necessary, regardless of the telecommuting schedule.

D. Information Systems Technology (IT) Department:

IT will be the focal point for coordinating telecommuting activities.

VI. Temporary Emergency Telecommuting Agreement

A Temporary Emergency Telecommuting Agreement is a remote work agreement that should be used in all instances where management has determined that work may temporarily be performed from home or an alternate location as a means of maintaining County operations during an emergency situation or crisis including, but not limited to, natural disasters, public health crisis, inclement weather events, or temporary closures of County facilities. If an employee already has an existing telecommuting agreement in place in accordance with the previous sections of this policy, it should be suspended and a Temporary Emergency Telecommuting Agreement implemented, as it will provide the flexibility needed to adjust to any changing circumstances as emergency situations evolve (**See Exhibit B**).

The previous sections of this policy outline eligibility, procedures, and expectations regarding employees working remotely. However, a Temporary Emergency Telecommuting Agreement can be an appropriate option for employees. These policies do not create a contract of employment. Employment for non-classified employees remains "at will".

under emergency circumstances, such as those listed above, which fall outside of the standard Telecommuting Policy for a limited period of time. Exceptions to the Telecommuting Policy last only for the duration of the emergency event, as defined and communicated by the County Manger.

A. Eligibility for Temporary Emergency Telecommuting:

Appointing Authorities shall make every effort to allow each employee who is able to complete his/her work remotely to telecommute under the provisions of the Temporary Emergency Telecommuting Agreement. Work processes should be reconfigured to the extent possible to increase opportunities for employees to work from home. Appointing Authorities are responsible for ensuring that their departments perform essential functions and maintain operations to the appropriate extent communicated by Fulton County Government.

Typical eligibility criteria for telecommuting do not apply in these circumstances. Supervisors should regularly communicate with their staff regarding the fluidity of such situations, as well as changing business needs (such as the need to report to the worksite). Supervisors may revoke a Temporary Emergency Telecommuting Agreement at any time and for any reason.

EXHIBIT A
Telecommuting Agreement

Name:

Title:

Current Status:

- Full Time
- Part Time
- Exempt
- Nonexempt

Department:

Supervisor/Manager's Name:

This Agreement specifies the conditions applicable to an arrangement for performing work at an alternate workplace on a regular basis. The agreement begins on _____ and continues until _____. The agreement can be terminated with at least 4 days' written notice by either party (timeline is subject to management discretion). I understand that all obligations, responsibilities, terms and conditions of employment with the County remain unchanged, except those obligations and responsibilities specifically addressed in this Agreement.

I. Proposed Work Schedule

A. Department—Days and hours when the employee is normally expected to be on the work-on site are:

	MON	TUES	WED	THUR	FRI	SAT	SUN
Hours							
Time In/Out							

B. The alternate workplace is located at: _____.

C. Alternate Workplace—Days and hours when the employee will normally work off-site.

	MON	TUES	WED	THUR	FRI	SAT	SUN
Hours							
Time In/Out							

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II. Duties/Assignments

I recognize that the supervisor reserves the right to assign work as necessary at any workplace. _____ (initial)

Duties and assignments authorized to be performed at this alternate workplace are:

III. Communication

I recognize that effective communication is essential for this arrangement to be successful and I agree to remain accessible during designated work hours, and understand that management retains the right to modify this Agreement on a temporary basis as a result of business necessity. The following methods of communicating are agreed upon (specific who [include back-up and emergency contacts], when, how often, during what time frames, and how (phone, fax, face-to-face, etc.):

IV. Space/Equipment/Records

- I agree to use County owned records, and materials for purposes of County business only, and to protect them against unauthorized or accidental access, use, modification, destruction, loss, theft, or disclosure. I understand that although I may be permitted to use the County-owned equipment for incidental personal use, such use shall not interfere with the business use of the equipment.
- I agree to report to the supervisor instances of loss, damage, or unauthorized access at the earliest opportunity.
- I agree to return County equipment, records and materials within 5 days after the termination of this agreement.
- I understand that all equipment, records and materials provided by the County shall remain the property of the County.

Regarding space and equipment purchase, set-up, and maintenance, the following is agreed upon: The County will provide the employee with a computer, cell phone and remote access.

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V. Safe Working Environment

- I agree to maintain a safe and secure work environment.
- I agree to allow the County access to assess safety and security, upon reasonable notice.
- I agree to report any work-related injuries to the supervisor at the earliest opportunity.
- I agree to hold the County harmless for injury to others in the alternate workplace.

VI. Other

I understand that Fulton County is not obligated to approve a proposal for a telecommuting work agreement for any employee. The decision is at the discretion of my department head/supervisor/manager. This agreement and work schedule are subject to ongoing review and may be subject to modification or termination at any time based on performance concerns or business needs. Generally, business needs permitting, the supervisor/manager or the employee should give at least 4 days' notice in advance of ending or changing an arrangement.

I hereby affirm by my signature that I have read this Telecommuting Agreement, and understand, agree to, and will abide by all of its provisions.

Employee Signature

Date

Supervisor Signature Date

Department Head (or designee) Signature

Date

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Addendum to Telecommuting Agreement For Non-Exempt Staff

Name: _____

- You understand that your total number of work hours will not change due to the telecommuting arrangement. You understand that, absent specific approval, you are authorized to work no more than forty (40) hours in a work week, which is from Wednesday to Tuesday, and that by permitting you to telecommute, you are not given blanket approval to work overtime.
- You understand that working overtime without prior authorization may result in discontinuance of the telecommuting arrangement and other appropriate disciplinary action.
- You understand that you are required to punch in and out using KRONOS at the beginning and end of your work day even when telecommuting.
- Thirty (30) minutes will be deducted from your work day to account for a meal break that you must take. You must be completely free from work responsibilities during the meal break period. If, for any reason, you do not take a full thirty (30) minute meal break, you must notify your immediate manager in writing, so that the meal break deduction is cancelled or modified appropriately. If you intend to take a meal break longer than thirty (30) minutes, you must clock out and then clock back in so that KRONOS accurately records your meal break.
- You are responsible for reporting any errors regarding your punches or missed punches in KRONOS to your manager and/or the individuals listed here:

- You understand that time spent on activities unrelated to your Fulton County work responsibilities should not be submitted as time worked. Submission of such time would constitute falsification of time records and could be grounds for immediate termination of employment in accordance with the Discipline for Classified Employees and Standards of Conduct Policies and Procedures.
- You understand that you are permitted to telecommute only from locations within the State of Georgia

Employee

Date

Department Head

Date

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EXHIBIT B

Temporary Emergency Telecommuting Agreement

The purpose of this Temporary Emergency Telecommuting Agreement (“Agreement”) is to specify work expectations during a management imposed remote working arrangement due as a means of maintaining County operations during an emergency situation or crisis. The Agreement fully outlines the conditions applicable to an arrangement for performing work at a remote workplace and must be fully reviewed prior to its signing.

Eight (8) hours will be worked each workday, and will occur during the standard work hours in accordance with County policy and as approved by your Appointing Authority.

Your total number of work hours are not expected to change during the Agreement, and you will be responsible for reporting your time worked via Kronos, the County’s official timekeeping application, if accessible, otherwise time worked must be reported via a signed paper timesheet. Overtime is not permitted unless preapproved by the Appointing Authority.

While teleworking, you are bound by all applicable Fulton County Policies, as well as applicable State and Federal laws and regulations. Unless leave has been approved, only official duties may be performed and employees must refrain from conducting personal business while telecommuting.

All normal policies associated with leave usage remain in place. If you are unable to work, you must request and be approved for leave. If you become sick while teleworking and your illness prevents you from working, you may request sick leave. If you become sick but wish to work, you may continue to do so while teleworking to the extent you are able.

This Agreement requires you to:

1. Be accessible via telephone, teleconferencing, and/or e-mail.
2. Regularly check voicemail and timely respond to messages and e-mails while teleworking.
3. Maintain the security of confidential or sensitive information and protect department/office records from unauthorized disclosure.
4. Provide a log of time spent teleworking at the end of each week, as determined by your Appointing Authority.

Proposed Work Schedule

A. The alternate work place is located at _____.

B. Alternate Workplace—Days when the employee will normally work off-site.

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday

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I, (Print Name) _____ understand that Fulton County is not obligated to approve a proposal for a telecommuting work agreement for any employee. The decision is at the discretion of my department head/supervisor/manager. This agreement and work schedule are the result of an emergency situation or crisis, are subject to ongoing review and may be subject to modification or termination at any time based on performance concerns or business needs. Generally, business needs permitting, the supervisor/manager or the employee should give at least 4 days' notice in advance of ending or changing an arrangement.

I hereby affirm by my signature that I have read this Temporary Emergency Telecommuting Agreement, and understand, agree to, and will abide by all of its provisions.

Employee Signature

Date

Supervisor Signature

Date

Department Head (or designee) Signature

Date

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