



**EFFECTIVE:** DATE

**PURPOSE**

To establish a formal policy and guidelines for telework.

**APPLICABILITY**

This policy shall apply to all employees of AGENCY NAME.

**POLICY**

In accordance with SCS Rule 11.4.1, it is the policy of AGENCY NAME to provide telework as a viable, flexible work option when both the employee and the employee’s position are suitable for such arrangement. AGENCY NAME aims to increase efficiencies while also sustaining the recruitment and retention of highly qualified employees. Telework is not an entitlement and it in no way changes the terms and conditions of employment.

**DEFINITIONS**

**Alternative Worksite:** An approved worksite other than the employee’s primary worksite, in which an employee is authorized to conduct telework. In most cases, the alternative worksite will be in the employee’s home.

**Telework:** A work flexibility arrangement under which an employee performs the duties and responsibilities of their position from an approved alternative worksite. Unless otherwise specified, telework herein refers to both telework-formal and telework-situational.

**Telework Agreement:** A document authorizing the employee to perform work at an alternative worksite on established days.

**Telework-Formal:** Telework which occurs as part of an approved on-going, regular schedule or within established limits. (E.g., full time or a set number of days per week.)

**Telework-Situational:** Telework which is approved on a case-by-case basis, where hours worked are not part of a previously approved, on-going and regular telework schedule. (E.g., telework approved as a result of inclement weather, declared emergency, reasonable accommodations or office closures.)

**Teleworker:** Is the term used to describe the employee when they are working from their approved alternative worksite.

**Primary Worksite:** The employee’s usual and customary worksite. For the purpose of this policy, the XYZ State Building, located at 1212 Sample Policy Road, Baton Rouge, LA is the employee’s primary worksite,

unless specifically addressed elsewhere in the employee's terms of employment.

## **ELIGIBILITY FOR TELEWORK**

### **Position Eligibility**

A position that is suitable for telework is one that has responsibilities that can be, at any given time, conducted from an alternative worksite without affecting service quality or organizational operations. The Appointing Authority shall determine which positions are suitable for telework.

Factors in considering suitability may include, but are not limited to:

- Nature of the work performed;
- Efficiency of work processes;
- Impact on ability to provide quality customer service;
- Utilization of office space;
- Utilization of technology;
- Effectiveness of existing project teams; and
- Impact on agency budget and fiscal resources.

### **Employee Eligibility**

Unless mandated by the Appointing Authority, telework is strictly voluntary. An employee who is eligible for telework is one who has responsibilities that can be, at any given time, conducted from an alternative worksite without affecting service quality or organizational operations. The Appointing Authority may approve telework status for an employee.

Factors in considering eligibility may include, but are not limited to:

- The employee's length of service with the agency;
- The employee's work performance;
- The employee's ability to function independently;
- Completion of required telework training; and
- The employee's ability to provide technology resources outlined in the AGENCY NAME Telework Agreement.

### **Notification of Eligibility**

AGENCY NAME will provide a listing of positions eligible for telework through an addendum to this policy. Human Resources will also notify candidates for employment about telework opportunities during the hiring process. To maintain transparency, the agency will post the policy addendum on the AGENCY NAME Employee Intranet.

## **TELEWORK ARRANGEMENTS**

### **Telework-Formal**

Formal telework is an on-going work arrangement in which the employee has received approval to work from an alternative worksite. No out-of-state alternative worksites will be allowed.

For continuity of operations and other necessary business needs, the Appointing Authority or his/her designee may restrict telework days for a specific unit or division to “fixed” telework days. (e.g., every Tuesday) or prohibit telework on specific days (e.g., Commission Meeting days).

#### **Telework-Situational**

Situational telework is a work arrangement in which the employee has received approval from the Appointing Authority or his/her designee to work from an alternative worksite on a case-by-case basis.

### **REQUEST FOR TELEWORK**

#### **Telework-Formal**

Employees who desire to participate in a formal telework arrangement must complete the AGENCY NAME Telework Agreement Form. The form shall be submitted to the employee’s direct supervisor for processing in accordance with the form’s instructions. Final approval of the telework agreement rests with the Appointing Authority or his/her designee.

Upon approval of the AGENCY NAME Telework Agreement Form, Division Heads shall maintain responsibility for approving requested telework days. Agencies shall determine a process for tracking telework hours via the “ZTEL” time code.

Division Heads may require advance scheduling of telework days to accommodate the needs of the agency. In addition, Division Heads shall ensure that a physical presence is maintained at the primary worksite within each division each workday.

Employees will be required to update their AGENCY NAME Telework Agreement Form during their Performance Planning Session each fiscal year.

#### **Telework-Situational**

The Appointing Authority or his/her designee may authorize an employee to participate in a situational telework arrangement when the needs of the organization or the employee dictate. When an employee has a need for situational telework, they should discuss the need with their supervisor and Division Head. The Division Head shall forward all requests for situational telework to the Appointing Authority or his/her designee for approval.

This type of arrangement requires approval via the AGENCY NAME Telework Agreement Form, unless the employee already has an existing agreement under a formal telework arrangement. Should the situational telework need exceed 30 days, a new AGENCY NAME Telework Agreement Form shall be submitted and approved.

Upon approval of the AGENCY NAME Telework Agreement Form, Division Heads shall maintain responsibility for approving requested telework days. Agencies shall determine a process for tracking telework hours via the “ZTEL” time code.

### **COMPLIANCE WITH DEPARTMENT POLICIES**

Employees who participate in telework shall continue to comply with all AGENCY NAME policies and procedures, State Civil Service Rules, and applicable other Federal and State Laws while working from an alternative worksite. This includes but is not limited to, the use of leave, prior approval for overtime, timely reporting of accidents/injuries, timely entry and e-certification of time statements, appropriate use of computer equipment and refraining from prohibited behavior of a sexual, harassing or discriminatory nature.

## **AVAILABILITY AND PERFORMANCE EXPECTATIONS**

During telework, all official business responsibilities, objectives, goals and deadlines shall be maintained. Teleworkers are expected to maintain productivity and quality of work as though they were working from the primary worksite.

Employees must be free from distractions while teleworking. Teleworkers may not engage in personal business during working hours for any purpose for which leave (annual, sick, FMLA, etc.) would otherwise be required.

Telework requires the employee to promptly return voicemails left at their primary worksite (all employees shall have their voicemails sent to their Outlook inbox); attend scheduled meetings virtually; and respond to emails, instant messaging and other forms of communication in a timely manner.

Employees must adhere to performance standards as established by their Performance Planning in the Performance Evaluation System (PES).

The needs of AGENCY NAME business take precedence over the employee's needs. Accordingly, an employee shall be available to report to their primary worksite as directed by the agency. To this extent, they must be available to travel to their primary worksite with as little notice as the same workday. Employees unable to meet this requirement may be disciplined and/or placed in an appropriate leave status, including leave without pay (LWOP).

Refusal to report to the primary worksite when directed shall be considered insubordination and subject the employee to disciplinary action and placement in appropriate leave status, including LWOP.

## **REQUIRED TELEWORK TRAINING**

As a condition of eligibility for telework, the supervisor and employee must complete the following required telework training courses:

- CPTP SCS Teleworking for Employees WBT
- CPTP SCS Managing Teleworkers WBT

**NOTE:** Best practice would be to require employees and supervisors to complete the required training prior to a telework agreement being executed; however, agency policies may include a more feasible timeframe to complete the required training if necessary

Additional training resources should be made available as follows:

- CPTP Developing Others WBT
- CPTP Time Management for Teleworkers WBT
- CPTP Virtual Meeting Etiquette WBT

Training courses can be found in LEO.

## **ALTERNATIVE WORKSITE**

### **Worksite Location**

Employees shall designate their alternative worksite on the AGENCY NAME Telework Agreement Form. Once approved, the alternative worksite is the only location from which the employee shall be allowed to telework. Any circumstances requiring a change in location shall be brought to the employee's supervisor's attention immediately.

### **Worksite Conditions**

The alternative worksite shall be a clean, safe and dedicated work space that is to be principally used for the purpose of teleworking. The alternative worksite shall be able to accommodate any equipment that is necessary to perform the functions of the employee's job.

AGENCY NAME may conduct unannounced inspections of the teleworker's alternative worksite, as deemed necessary, to account for and ensure the physical safety and security of the employee's alternative worksite meets all privacy, data security and/or other requirements referenced in this policy.

### **Worksite Liability**

AGENCY NAME will not be liable for damages to the employee's property resulting from telework. By signing the AGENCY NAME Telework Agreement Form, the employee agrees to hold the State harmless against any and all claims, excluding workers' compensation claims. The employee accepts responsibility for maintaining the security, condition, and confidentiality of agency equipment and materials (including but not limited to files, applications, manuals, forms, etc.) at the alternative worksite. Furthermore, the employee is responsible for ensuring there is no unauthorized use of AGENCY NAME equipment.

No employee engaged in telework will be allowed to conduct in-person face-to-face agency-related business at the alternative worksite.

### **Workers Compensation**

The alternative worksite is considered an extension of the employee's primary workplace; therefore, workers' compensation coverage will continue to exist for the employee when performing official work duties in the designated area of the alternative worksite during approved teleworking hours. Any work-related injuries must be reported to the employee's supervisor and the AGENCY NAME Safety Coordinator immediately.

### **Operating Costs**

AGENCY NAME will not be responsible for operating costs, maintenance or any other incidental costs to the employee's alternative worksite (e.g. utilities). AGENCY NAME will not pay for phone, internet service, nor the repair, technical support or maintenance of personal equipment such as home networking connectivity, routers, modems, etc.

## USE AND SECURITY OF EQUIPMENT

### Equipment Use

AGENCY NAME will provide state-owned laptops to employees participating in telework. The use of a personal laptop or computer for purposes of teleworking is prohibited. Employees are allowed to use personal printers and monitors. Teleworkers are responsible for obtaining reliable phone service and high-speed internet connections. These connections must be maintained for the duration of the teleworking agreement.

### Equipment Safety/Maintenance

Teleworkers are required to adhere to all AGENCY NAME Information Technology Policies while using state-owned equipment.

Teleworkers shall be connected to the AGENCY NAME Virtual Private Network (VPN) at all times while performing work from their state-owned laptop at the alternative worksite. In the event employees will need to disconnect from the VPN for stability issues, notification to disconnect will be provided by AGENCY NAME.

Use of AGENCY NAME equipment and networks is for official business purposes only and must comply with all applicable laws, policies and protocols. Personal use of these items is prohibited, even during non-working hours.

Teleworkers shall immediately inform their supervisor of any equipment failure, VPN issues, repair or other issue that prevents them from teleworking.

AGENCY NAME will be responsible for maintaining and repairing equipment that is supplied to the teleworker. If any in-person service or support is necessary, the employee will be responsible for bringing in the equipment to the physical office building. The AGENCY NAME Information Technology Division shall not make "alternative worksite calls" for equipment setup or service.

Should there be a delay in the repair or replacement of equipment, the teleworker may be required to return to the physical office building until the situation is rectified.

## OFFICIAL OFFICE CLOSURES

Depending on the reason therefor (i.e. weather, road conditions, etc.), an office closure may be declared to a specific building, city/town, parish, or the entire State. The official domicile for an employee that teleworks is the city/town or parish where the employee's alternative worksite is located for the days the employee is to perform work at that location. An employee may only have one (1) domicile on any given workday. Thus, if an office closure is declared on a scheduled telework day, the teleworker is:

**NOTE:** The below chart represents an example of how employees may be treated during an official office closure. Agencies may amend their policy to reflect different outcomes.

Not eligible for special office closure leave (LSOC) and must continue working from the alternative worksite when:	Eligible for LSOC leave when:
<p>The office closure is specific to the primary worksite building.</p> <p>The office closure is specific to a city/town or parish that is different than the city/town or parish in which the employee is teleworking.</p>	<p>The office closure is specific to a city/town or parish that is the same as the city/town or parish in which the employee is teleworking.</p>

**TERMINATION OF TELEWORK**

AGENCY NAME has the right to rescind an employee’s telework authorization if the participation fails to benefit the agency. Rescission of the authorization for a position or employee to telework is a business decision and not a disciplinary measure. AGENCY NAME may terminate Teleworking Agreements at any time, with or without cause at its convenience, and this decision will be final.

In the event the employee leaves employment with AGENCY NAME, or is removed from telework for any reason, the employee agrees to return all agency equipment, supplies, and work documents to the AGENCY NAME Building within 48 hours or a mutually agreed upon reasonable time period. If the employee fails to return all property, they shall reimburse AGENCY NAME for all unreturned property.

**EXCEPTIONS**

The Appointing Authority of his/her designee of AGENCY NAME may grant an exception to any provision of this policy, provided such exception shall not be in conflict with Civil Service Rules or agency policies.

### **POSITIONS SUITABLE FOR TELEWORK**

Unless specifically stated as not eligible for telework below, all full-time positions within the AGENCY NAME have been designated for telework eligibility.

Due to the nature of job duties, the following positions are **not eligible** for telework:

<b>Position</b>	<b>Organization Unit Text</b>	<b>Job title</b>	<b>Position Eligible?</b>

SAMPLE

## TELEWORK AGREEMENT FORM

***This document is intended to ensure that both the supervisor and the employee have a clear, shared understanding of the employee’s telework arrangement. Each telework arrangement is unique depending on the needs of the agency, position, supervisor, and employee.***

***This Agreement in no way alters my current employment relationship or my obligation to observe all applicable agency rules, policies, and procedures. All existing terms and conditions of employment, including but not limited to my position description, salary, benefits, leave, overtime, etc. remain the same as if I worked at the primary worksite.***

### **Employee Telework Information**

Employee Name:	Personnel #:
Job Title:	
Office/Division:	
Supervisor:	
Alternative Worksite Address:	<i>Enter Street Address</i> <i>Enter City, State    Enter Zip Code</i> <i>Enter Parish</i>
Type of Telework:	<input type="checkbox"/> Telework-Formal <input type="checkbox"/> Telework-Situational  <i>Per the AGENCY NAME Telework Policy all situational telework arrangements must receive approval from the Appointing Authority or his/her designee. Situational telework arrangements do not require an additional amended AGENCY NAME Telework Agreement Form unless the employee’s arrangement will exceed 30 days.</i>

### **Telework Terms and Conditions**

1. All teleworkers are responsible for obtaining reliable phone service and high-speed internet connections. These connections must be maintained for the duration of the teleworking agreement.
2. All teleworkers shall be connected to the AGENCY NAME Virtual Private Network (VPN) at all times while performing work from their state-owned laptops at the alternative worksite.
3. The amount of time a teleworker is expected to work will not change due to voluntary participation in a telework-formal or telework-situational arrangement. Telework hours are regular work hours and may not be used for personal activities. All teleworkers are expected to remain accessible during designated work hours. Just as with regular work hours, teleworkers are expected to follow the AGENCY NAME Time and Attendance Policy as it relates to requesting time off. In the event that overtime is anticipated, this must be discussed and approved in advance

with the supervisor/manager, just as any overtime scheduling would normally have to be approved.

4. All teleworkers will report to the primary worksite, as necessary, upon directive from management.
5. All teleworkers shall use the time and attendance system to input telework via the "ZTEL" time code.

**Employee Approval**

I agree to abide by the terms and conditions set forth in this AGENCY NAME Telework Agreement Form and all requirements of the AGENCY NAME Telework Policy.

I understand that management has the right to amend, terminate or suspend this Agreement at any time.

I understand that failure to comply with the provisions of this Agreement and the AGENCY NAME Telework Policy may result in termination of the Agreement, and/or other appropriate corrective measures.

I understand that my alternative worksite is an extension of my assigned primary worksite. As such, I am responsible for continuing to comply with all applicable laws, rules, regulations, and policies regarding my position and my employment at AGENCY NAME.

I understand that this agreement is not finalized until it is approved by the Appointing Authority or his/her designee.

Employee Signature	Date
Supervisor/Manager Signature	Date
Appointing Authority Signature	Date