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GOVERNOR

State of Louisiana
Governor's Office of Homeland Security
and
Emergency Preparedness

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Telecommuting/Teleworking Policy
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Mark A. Cooper, Director

I. POLICY

This policy permits the Governor's Office of Homeland Security and Emergency Preparedness (GOHSEP) to allow designated employees to telecommute and/or telework at home or another location when the individual employee, his/her supervisor, and the Deputy Director agree to a telecommuting or teleworking arrangement. Telecommuting or teleworking cannot be allowed to affect productivity or the efficient operation of the organization. GOHSEP management will decide whether a specific job may be performed at an alternate work site and whether an individual employee may work effectively without supervision in a telecommuting or telework arrangement.

GOHSEP will allow voluntary telecommuting or teleworking on a limited basis and only when certain conditions are met, but may invoke mandatory telecommuting or teleworking in times of an emergency event or disaster in support of with the agency's Continuity of Operations Plan (COOP).

Employees must recognize that telecommuting or teleworking is not a right or an entitlement; and it is not an agency-wide benefit. The agreement is not permanent and it may be modified or terminated if GOHSEP's needs are not met.

The telecommuting or teleworking agreement should not be considered an employment contract, and GOHSEP retains the right to determine who should be considered for participation. If an employee does not want to continue a telecommuting or teleworking agreement for any reason, he/she can return to the regular office environment.

II. PURPOSE

The purpose of this policy is to establish guidelines and procedures relative to telecommuting and teleworking. Within that context, this policy should:

- Assist management and employees in understanding the telecommuting or teleworking environment.
- Provide a general framework for the telecommuter.
- Improve recruitment and retention of employees.
- Improve job satisfaction and employee morale.
- Help employees balance work/life needs and reduce commuting costs.
- Reduce unscheduled absenteeism and turnover.
- Enhance the state's image as an employer of choice and boost the state's image as an innovative employer.
- Advance GOHSEP's efforts to comply with the Governor's Executive Order on Green Government.
- Assist the local community by reducing traffic congestion and vehicular emissions.
- Reduce the impact of traffic jams and bad weather on employee productivity.
- Provide for continuity of operations and essential functions in times of emergency.

III. APPLICABILITY

This policy is applicable to all GOHSEP employees.

IV. DEFINITIONS

Primary Work Site – the primary work station assigned to an employee within GOHSEP offices or work sites.

Telecommuting – a work arrangement that allows employees to regularly perform officially assigned job duties at home or other work sites geographically convenient to the residence of the employee and away from his/her primary work site, in accordance with a telecommuting work agreement.

Teleworking – a work arrangement for a specific project assigned to an employee which is susceptible of being performed at home or other work sites geographically convenient to the residence of the employee and away from his/her primary work site and for which the employee and the supervisor can agree on specific hours necessary to complete the project. The project and the agreed upon hours to complete shall be documented in telework agreement.

Telecommuting Work Agreement – the written agreement between the GOHSEP and the employee that details the terms and conditions of an employee's work away from his/her primary work site. The official telecommuting agreement form can be obtained from the Human Resources Office.

Teleworking Agreement – the documented agreement between the GOHSEP and the employee that details the terms and conditions of an employee's work away from his/her primary work site. The official telework agreement must be documented either in writing or in the form of an email authorization.

V. SCOPE

A. Suitability

Successful telecommuting or teleworking programs include a careful analysis of job characteristics, employee characteristics and manager characteristics. When considering requests from employees and supervisors, the Deputy Director should make decisions on a case-by-case basis by analyzing the following criteria:

1. Jobs best suited to telecommuting or teleworking are those that:

- Include tasks that can be performed off site and sent to and from the employee's home with ease, speed, and confidentiality.
- Require independent work, such as writing, reading, telephoning, planning, computer programming, word processing, and data entry.
- Require limited face-to-face interaction with managers, colleagues, clients, or subordinates.
- Have clearly defined tasks, objectives, and work products.
- Have measurable work activities or products.
- Have objectives with identifiable time frames and check points.
- Can be monitored by output, not time spent doing the job.
- Have minimal requirements for special equipment or access to materials and files located at the office or primary work site.
- Can be performed while meeting GOHSEP security requirements.

2. Individuals best suited to telecommuting or teleworking are those who:

- Are already familiar with their work, their organization and its culture, and their colleagues; have advanced knowledge about their job duties and responsibilities.
- Are independent workers, needing minimal supervision.
- Are self-motivated, self-disciplined, and responsible.
- Have low need for interaction with supervisors, coworkers, etc.
- Are dependable and trustworthy.
- Are effective communicators.
- Are successful in current position meeting goals and objectives.
- Are successful in current position meeting timelines and deadlines.
- Are able to provide a clean, safe, dedicated workspace equipped with the proper equipment/work tools.
- Have good time management and organizational skills.
- Are adaptable to change.
- Are results-oriented.

3. Managers and supervisors who work most effectively with telecommuters are those who:

- Are skilled at supervision and communication.
- Empower and trust their employees.
- Can manage by results or output rather than time spent working.
- Can establish clear, agreed-upon performance standards and deadlines and evaluate performance by results.
- Encourage feedback and communication.
- Are effective problem solvers or facilitators.
- Support telecommuting as a concept and work to make arrangements successful.
- Can effectively plan and organize their work and the work of subordinates to facilitate results.

B. Limitations

Telecommuting will be limited to a maximum of three (3) work days per week/ six (6) work days per pay period, unless otherwise approved by the appointing authority. The workdays should be designated in the Telecommuting Work Agreement form for a set recurring period.

Teleworking will be limited to a short term project specific time period. The work days and project hours should be designated in the official Telework Agreement.

Prior to approving telecommuting or teleworking for employees who are supervisors, management will consider if the supervisor can effectively manage their employees while under a telecommuting or teleworking agreement.

C. Eligibility

Before a telecommuting or teleworking arrangement can be considered, the following conditions must be met:

- Employee must have a PPR rating of Exceeds Expectations (Very Good) or higher on the most recent PPR rating. If an employee receives a PPR rating below Exceeds Expectations (Very Good) while telecommuting, the employee will no longer be eligible for telecommuting.
- Employee must have maintained a good work record prior to making the request to telecommute (for example, no excessive or unexcused absences and no corrective or disciplinary actions documented in writing within the last 12 months of employment).
- Employee must be a full-time employee.

- The employee's full range of duties must be suitable to be performed at the alternate work site without direct supervision.
- Employee must have been continuously employed with the GOHSEP or the current section for at least 12 months.

In addition to the above criteria, the employee must have a suitable place in his/her home or at the alternate work site, in which to work. The employee must be able to supply any needed equipment that cannot or will not be provided by his section. This may include broadband connectivity. The alternate place of work must be a suitably private work environment.

D. Conditions of Employment

Telecommuting or teleworking does not change the conditions of employment or required compliance with GOHSEP policies and procedures, or any other federal or state laws, policies, and procedures while working at the alternate work site.

An employee's compensation and benefits will not change as a result of telecommuting or teleworking. Telecommuting or teleworking should not affect any opportunity for job mobility. However, a change in the telecommuter's work may result in the lack of telecommuting or teleworking opportunities.

E. Hours of Work

The telecommuting or teleworking employee must have an approved work schedule and work plan adopted in accordance with GOHSEP policy. Management must ensure proper compliance and documentation of work hours, in particular ensuring compliance with the FLSA and overtime policies and procedures.

The telecommuting or teleworking employee is expected to maintain at least the same level of availability, levels of production and quality of work as though the employee were working out of the primary work site.

Personal business may not be performed during hours agreed upon in the telecommuting agreement. Personal business includes such things as child, adult care, any other personal business, or for any purpose for which leave should be requested. If at any time an employee is tending to a dependent child or adult and therefore not performing official duties, the employee must take leave as appropriate.

Telework is a project based agreement in which the employee and the supervisor agree on the number of hours to be allocated to a specific project. Specific working hours are not required in the telework agreement. An employee should not work in excess of 8 hours per day on a project, unless

overtime is agreed upon in advance with the supervisor. If the number of hours agreed upon for a project is less than 8 hours, or a multiple thereof, the employee must either report to the primary work site or take appropriate leave.

Should circumstances arise whereby the telecommuter cannot work at the alternate work location, i.e., loss of electricity, home emergencies, etc., the telecommuter must contact his/her supervisor and he/she may be required to report to the primary work location, a different designated and approved alternate work location, or appropriate leave may be granted.

Under normal circumstances a telecommuting or teleworking agreement should not contemplate overtime. In exceptional circumstance approved in advance by the supervisor, an employee may work overtime in accordance with GOHSEP and their section's overtime policies. Telecommuting or teleworking privileges may be canceled for employees who work unapproved overtime.

F. Attendance at Meetings/Reporting to Primary Work Site on Telecommuting or Teleworking Days

Telecommuters are expected to attend all assigned meetings related to the performance of their job, including any held on a telecommuting or teleworking day. GOHSEP's needs take precedence over the employee's needs. Business meetings with other employees or clients shall not be held at the alternate work location.

The supervisor may require the telecommuter to report to the primary work site if business needs require it. The telecommuter's refusal to do so may be considered insubordination and subject to disciplinary action.

G. Use of Leave

Telecommuting or teleworking may not be used in place of annual, sick, family and medical, or any other type of leave. Requests to use leave must be approved in accordance with GOHSEP policies.

H. Mileage Reimbursement

A telecommuting or teleworking employee may not submit nor receive reimbursement if he/she is required to report to the primary work site. The employee will remain eligible for reimbursement for travel to other locations in accordance with GOHSEP policy and state travel regulations.

I. Equipment and Supplies

To the extent possible, the agency will provide the necessary equipment and supplies that are needed for the telecommuter to perform job duties

successfully. This may include desktops, monitors, laptops, storage devices, and other Information Technology (IT) equipment provided by the section in accordance with GOHSEP and other policies and guidelines. Out of pocket expenses for supplies normally available through the agency will not be reimbursed. It is GOHSEP's responsibility to maintain and repair any agency equipment supplied to the telecommuter. Should a delay in the repair or replacement of equipment occur or any other circumstance under which it would be impossible for the employee to telecommute, the employee may be assigned to do other related work and/or report to the primary work site.

Agency-owned equipment, software, telephone services, supplies, and furniture at the alternate work site shall be limited to that authorized by the agency and used only for agency business. Personal use of these materials is prohibited, even during non-working hours. Telecommuters assume responsibility for the physical security of agency equipment, supplies, and information in their possession while telecommuting.

GOHSEP will not be liable for damages to an employee's personal or real property while the employee is working at the approved alternate work site. The telecommuter shall maintain his/her in-home workstation in a safe condition, free from hazards and other dangers to the employee and equipment. When the telecommuter uses his/her own equipment, he/she shall be responsible for equipment repair and maintenance.

GOHSEP will not be responsible for operating costs, home maintenance, or any other incidental cost. The employee is responsible for obtaining necessary homeowner's or renter's liability insurance coverage and providing verification thereof if necessary.

Materials, documents, etc., that the telecommuter transports to and from the primary work site to the home office are his/her responsibility and must be kept confidential and secure. The employee agrees to protect the agency records from unauthorized disclosure or damage and will comply with agency policies and procedures regarding such matters.

Any equipment, supplies, software, hardware, etc., purchased by the agency remains agency property and must be returned at the conclusion of a telecommuting arrangement or when requested by agency management.

Telecommuters using State-provided software will adhere to the manufacturer's licensing agreements, including the prohibition against unauthorized duplication. To protect confidentiality and guard against data contamination, telecommuters will follow agency approved data security procedures.

J. Right to Monitor Work Product and Inspect Alternate Work Site

Telecommuting or teleworking employees are subject to monitoring of their e-mail, electronic review of their work, unannounced visits, or inspections at their alternate work site during normal business hours, and other methods used to adequately document and judge their work product and performance.

K. Workers' Compensation Liability

A telecommuter may be covered for workers' compensation if injured while performing work in the employee's home workspace during work hours as part of an approved Telecommuting or Teleworking Work Agreement. If an injury occurs during work hours, the employee must immediately report the injury to the supervisor. The employee, supervisor, and agency must follow GOHSEP and state policies regarding the reporting of injuries for employees injured while at work.

The State of Louisiana is not responsible for any injuries to family members, visitors, and others in the employee's home workspace. The telecommuting or teleworking employee may not have business guests at the alternate workplace or any other location except the agency's offices.

L. Deputy Director Rescinding of Telecommuting or Teleworking Agreements

A Deputy Director reserves the right to rescind telecommuting or teleworking agreements either all or in part at anytime for any reason.

VI. PROCEDURE

The Deputy Director may consider and approve employees and positions for telecommuting or teleworking within the restrictions of this policy. The Deputy Director should take care not to approve so many requests for telecommuting or teleworking that supervisors and managers have difficulty managing the telecommuters.

Teleworking:

The supervisor and employee must review all aspects of the telework arrangement, including the manner and frequency of communication, and any agreed upon performance indicators. If the supervisor is satisfied that the employee and his job duties are suitable for a telework arrangement, the supervisor should then forward the request to the Deputy Director with a recommendation.

The Deputy Director will review the request for approval or denial. Any changes in the agreement must be reviewed with the employee and supervisor in advance

and agreed to by both. If the request is denied, the reason why must be provided.

The official telework agreement must be documented either in writing or in the form of an email authorization. Once the Deputy Director approves the request, the Telework Agreement shall be maintained in the supervisory file and must be readily available for audit purposes. A copy must be given to the employee and a copy sent to the Human Resource office with the employee timesheet.

Telecommuting:

The employee must present to his/her immediate supervisor the Telecommuting Work Agreement.

The supervisor and employee must review all aspects of the telecommuting arrangement, including the manner and frequency of communication, and any agreed upon performance indicators. If the supervisor is satisfied that the employee and his job duties are suitable for a telecommuting arrangement, the supervisor should then complete his/her portion of the agreement and forward it to the Deputy Director with a recommendation.

The Deputy Director will review the request for approval or denial. Any changes in the agreement must be reviewed with the employee and supervisor in advance and agreed to by both. If the request is denied, the reason why must be provided.

Once the Deputy Director approves the request, the Telecommuting Work Agreement shall be maintained in the supervisory file and must be readily available for audit purposes. A copy must be given to the employee and a copy sent to the Human Resource office.

All appropriate sections must be completed prior to the proposed effective date of the Telecommuting Work Agreement.

Any subsequent revisions to the Telecommuting Work Agreement must be agreed to in writing by the supervisor and employee and approved by the Deputy Director. A copy of the revision must be placed in the supervisory file, given to the employee, and a copy sent to the Human Resource Office. Because telecommuting is based on a combination of job, employee and supervisor characteristics, a significant change in any one of these elements may require a review of the telecommuting agreement. Whenever a major change occurs, (such as a reallocation, change in duties as may occur with a major project reassignment, or a change in position by the telecommuter or supervisor,) the telecommuting agreement must be discussed and possibly rewritten/renewed or terminated if appropriate.

The initial Telecommuting Work Agreement shall be for not more than three (3) months. At least 14 days prior to the end of the three month period, the employee and supervisor shall each complete a written evaluation of the telecommuting arrangement including agreed upon performance indicators and recommend its continuance, modification and/or termination. The evaluation shall be provided to the Deputy Director. Copies of each evaluation must also be provided at the same time to the Human Resource office. If all parties to the agreement are satisfied with the telecommuting arrangement and/or any modifications that are made, it can be extended by execution of a new Telecommuting Work Agreement. This new agreement can be for up to six (6) months, as can any subsequent agreements. Prior to the execution of a new agreement, an evaluation must be conducted of the prior telecommuting arrangement.

Supervisors must review the request and respond in writing to the employee within 30 calendar days of the receipt of a written request and a completed agreement. A copy of the response to the employee should be forwarded to the Human Resource office.

Should the employee leave GOHSEP, choose to no longer telecommute, or the telecommute option end, GOHSEP will retrieve, or the employee shall return all state owned equipment, software, data files, and other state assets from the telecommuting employee. The employee must return these assets, or the state will be allowed to retrieve any assets, within seven (7) calendar days of the termination of the telecommuting agreement.

VII. RESPONSIBILITIES

All employees are responsible for complying with all aspects of this policy.

VIII. VIOLATIONS

Failure to comply with provisions of this policy may result in cancellation of the telecommuting or teleworking arrangement and/or disciplinary action being taken up to and including termination.

IX. EXCEPTIONS

Requests for exceptions to this policy must be submitted to the appointing authority along with specific and compelling justification.

X. QUESTIONS

Questions regarding this policy should be directed to the Human Resource Office.