



Policy # HR 6.032

Telework Classified Employees Policy

Authority: Human Resources

Effective Date:

03/04/2024

Last Revision:

Initial

PURPOSE:

To establish a formal policy and guidelines for telework.

APPLICABILITY:

This policy shall apply to all classified employees of Fletcher Technical Community College.

POLICY:

In accordance with SCS Rule 11.4.1, it is the policy of Fletcher Technical Community College to provide telework as a viable, flexible work option when both the employee and the employee's position are suitable for such arrangement. Fletcher 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, an assigned Fletcher campus is the employee's primary worksite, unless specifically addressed elsewhere.

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 Fletcher Telework Agreement.

Notification of Eligibility

Fletcher 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 college will post the policy addendum on the Fletcher 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., Convocation 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 Fletcher Telework Agreement. 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 Human Resources.

Upon approval of the Fletcher Telework Agreement, Supervisors shall maintain responsibility for approving requested telework days. Agencies shall determine a process for tracking telework hours.

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

Employees will be required to update their Fletcher Telework Agreement 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. The supervisor 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 Fletcher Telework Agreement, unless the employee already has an existing agreement under a formal telework arrangement. Should the situational telework need exceed 30 days, a new Fletcher Telework Agreement shall be submitted and approved.

Upon approval of the Fletcher Telework Agreement, Supervisors shall maintain responsibility for approving requested telework days. Agencies shall determine a process for tracking telework hours.

COMPLIANCE WITH DEPARTMENT POLICIES

Employees who participate in telework shall continue to comply with all Fletcher 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. Teleworkers shall maintain a Remote Work Log for each hour of each day.

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 Fletcher business take precedence over the employee's needs. Accordingly, an employee shall be available to report to their primary worksite as directed by the college. 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 course prior to a telework agreement being executed.

- CPTP SCS Managing Teleworkers WBT (Supervisor)
- CPTP SCS Teleworking for Employees WBT (Employee)

Additional training resources are 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 Fletcher Telework Agreement. 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.

Fletcher 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

Fletcher will not be liable for damages to the employee's property resulting from telework. By signing the Fletcher Telework Agreement, 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 Fletcher 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 Fletcher Safety Coordinator immediately.

Operating Costs

Fletcher will not be responsible for operating costs, maintenance or any other incidental costs to the employee's alternative worksite (e.g. utilities). Fletcher 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

Fletcher 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 Fletcher Information Technology Policies while using state-owned equipment.

Teleworkers shall be connected to the Fletcher 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 Fletcher.

Use of Fletcher 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.

Fletcher 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 Fletcher Information Technology Department 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 chart below represents an example of how employees may be treated during an official office closure.

Not eligible for special office closure leave and must continue working from the alternative worksite when:

- The office closure is specific to the primary worksite building.
- 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.

Eligible for special leave when:

- 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.

TERMINATION OF TELEWORK

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

EXCEPTIONS

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

POSITIONS SUITABLE FOR TELEWORK

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

Due to the nature of job duties, the following positions are eligible for telework:

- **Administrative Assistant 4**

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

- **Maintenance Repairer 1 & 2**
- **Maintenance Foreman**

REFERENCE:

DISTRIBUTION: Electronically via College's email and website

APPROVAL:

Reviewing Council/Entity	Approval Date
Governance Council	02/15/2024
Leadership Group	03/04/2024
Civil Service	02/26/2024

TELEWORK AGREEMENT

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 college, position, supervisor, and employee.

This Agreement in no way alters my current employment relationship or my obligation to observe all applicable Fletcher Technical Community College and Louisiana Community and Technical College System (LCTCS) 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: (Street, City, State, Zip Code, Parish)

Type of Telework: Telework-Formal Telework-Situational

Per the Fletcher Telework for Classified Employees 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 Fletcher Telework Agreement Form unless the employee's arrangement will exceed 30 days.

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 Fletcher 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 Louisiana Community and Technical College System (LCTCS) Leave 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, 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 code.
6. All teleworkers shall complete a Remote Work Log for each hour of each day.

Employee Approval

I agree to abide by the terms and conditions set forth in this Fletcher Telework Agreement and all requirements of the Fletcher Telework for Classified Employees 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 Fletcher Telework for Classified Employees 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 Fletcher.

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