



State of Louisiana

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NGLA-LMD

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MEMORANDUM FOR Louisiana Military Department State Employees

SUBJECT: Telework Policy

1. Purpose. This policy provides guidelines and instructions for telework for the Louisiana Military Department (LMD).
2. Applicability. This policy applies to all State Employees in all sections of LMD.
3. Effective Date. The effective date of this policy is 1 July 2022.
4. Statement of Policy. It is the policy of LMD to provide situational telework as a work option when both the employee and the employee's position are suitable for such arrangement and a weather, office closure, office capacity reduction, or personal accommodation situation exists. Telework is not an entitlement and it in no way changes the terms and conditions of employment.
5. Definitions.
 - a. Alternative Worksite: An approved worksite other than the employee's primary worksite at which an employee is authorized to conduct telework. In most cases, the alternative worksite will be in the employee's home.
 - b. Telework: A work flexibility arrangement under which an employee performs the duties and responsibilities of their position from an approved alternative worksite.
 - c. Telework Agreement: A document authorizing the employee to perform work at an alternative worksite on established days.
 - d. 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.)

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

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

g. **Primary Worksite:** The employee's usual and customary worksite is the employee's primary worksite, unless specifically addressed elsewhere in the employee's terms of employment.

6. Eligibility for Telework.

a. **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 LMD Director or his designee will 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.

b. **Employee Eligibility.** 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 LMD Director or his designee 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 LMD Telework Agreement.

c. **Notification of Eligibility.** LMD will provide a listing of positions eligible for telework through an addendum to this policy. To maintain transparency, the agency will post the policy addendum on the LMD server.

7. Telework Arrangements.

a. **Telework-Formal.** Formal telework is an on-going work arrangement in which the employee has received approval to work from a specified, alternative worksite. Due to the Defense Information Systems Agency's (DISA) network security requirements (aka RCAS), requirement to be hardwired to system to receive security updates, limitations of VPN capability provided through DISA, and the need to collaborate on email and file systems hosted on DISA servers, LMD is unable to support formal telework arrangements.

b. **Telework-Situational.** Telework-Situational is a work arrangement in which the employee has received approval from the LMD Director or designee to work from a specified, alternative worksite on a case-by-case basis for a short duration not to exceed 30 calendar days.

c. **Intermittent Work from Home (no set telework schedule).** Occasionally it may be in the best interest of LMD to allow an employee to work at home rather than take leave on an isolated, infrequent basis. Such an arrangement is not considered to be teleworking and is not governed by this policy.

d. For continuity of operations and other necessary business needs, the LMD Director or designee may restrict telework days for a specific unit or division to "fixed" telework days. (e.g., every Wednesday) or prohibit telework on specific days (e.g., Update Brief days).

8. Request for Telework-Situational.

a. The LMD Director or his 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 Section Director or Installation Commander. The Section Director or Installation Commander shall forward all requests for situational telework to the LMD Director or his designee for approval.

b. This type of arrangement requires approval via the LMD Telework Agreement Form.

c. Should the need for situational telework exceed 30 days, the employee must submit a new LMD Telework Agreement Form for approval. Past approval of telework does not assure that future requests will be approved.

9. **Tracking Telework Performed.** Employees approved for Situational Telework will report telework hours performed using the "ZTEL" time code.

10. **Compliance with Department Policies.** Employees who participate in telework shall continue to comply with all LMD policies and procedures, applicable 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, and appropriate use of computer equipment. Illegal activities and behavior of a sexual, harassing, or discriminatory nature are prohibited.

11. Availability and Performance Expectations.

a. 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.

b. 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.

c. Telework requires the employee to forward his or her assigned office phone line to a voicemail-capable phone line provided by the employee. During working hours, teleworkers will answer phone calls and return phone messages promptly. Teleworkers will return phone messages left outside of working hours as soon as possible when working hours begin.

d. During working hours, teleworkers will attend scheduled meetings virtually and respond to emails, instant messaging, and other forms of communication in a timely manner.

e. Employees must adhere to the performance standards and fulfill the duties and responsibilities of their assigned position.

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

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

12. Required Telework Training.

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

- (1) CPTP SCS Teleworking for Employees WBT
- (2) CPTP SCS Managing Teleworkers

b. Employees and supervisors must complete required telework training prior to a telework agreement being executed.

c. Supervisors may require employees to complete the following additional telework training courses through LEO depending on telework experience:

- (1) CPTP Developing Others WBT
- (2) CPTP Time Management for Teleworkers WBT
- (3) CPTP Virtual Meeting Etiquette WBT

13. Alternative Worksite.

a. **Worksite Location.** Employees shall designate their alternative worksite on the LMD 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.

b. **Worksite Conditions.**

(1) 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.

(2) LMD 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.

c. **Worksite Liability.**

(1) LMD will not be liable for damages to the employee's property resulting from telework. By signing the LMD 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 LMD equipment.

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

d. 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 Safety Coordinator immediately.

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

14. Use and Security of Equipment.

a. LMD 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 with voicemail capability and high-speed internet connections. These connections must be maintained for the duration of the teleworking agreement.

b. Teleworkers are required to adhere to all LANG and LMD Information Technology Policies while using state-owned equipment.

c. Teleworkers shall be connected to the agency's Virtual Private Network (VPN) at all times while performing work from their state-owned laptop at the alternative worksite.

d. Use of LMD equipment and RCAS network 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.

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

(1) LANG/LMD will maintain and repair 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 designated LMD/LANG facility. Repairs at the alternate telework site are prohibited.

(2) 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.

f. During losses of RCAS VPN capability, LMD may require the teleworker to return to the physical office in order to access RCAS via hardline.

15. Official Office Closures.

a. Depending on the reason (i.e. weather, road conditions, etc.), an office closure may be declared to a specific building, city/town, parish, or the entire State.

b. The official domicile for an employee that teleworks is the city/town or parish where the employee's approved 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.

c. Thus, if an office closure is declared on a scheduled telework day, the teleworker is:

(1) Not eligible for special office closure leave (LSOC) and must continue working if 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.

(2) Eligible for LSOC leave if 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.

16. Termination of Telework.

a. LMD 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. LMD may terminate Teleworking Agreements at any time, with or without cause at its convenience, and this decision will be final.

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

17. Exceptions. The Appointing Authority of LMD or his/her designee may grant an exception to any provision of this policy, provided such exception shall not be in conflict with agency policies.



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Encls
Encl 1 – Eligible Telework Positions
Encl 2 – LMD Telework Agreement