

YOUTH SERVICES POLICY

Title: Remote Work, Telecommuting and Alternative Work Site	Type: A. Administrative Sub Type: 2. Personnel Number: A.2.51
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References: ACA Standards 4-JCF-6C-11, 4-JCF-6D-03 and 4-JCF-6D-11(Performance-Based Standards For Juvenile Correctional Facilities); Fair Labor Standards Act; YS Policy Nos. A.2.1 (b) "Employee Rules of Conduct", A.2.3 "Outside Employment, Second Jobs", A.2.5 "Family and Medical Leave of Absence", A.2.7 "Drug-Free Workplace", A.2.12 "Personnel Records", A.2.38 "Ethics for Public Employees: Nepotism, Prohibited I Relations, Gifts, Ethics Opinion", A.2.45 "Performance Evaluation System (PES) and Market Rate Adjustments", A.2.55 "Time and Attendance", A.3.1 "Asset Management", A.3.11 "Financial and Property Loss Prevention Program", A.5.1 "Access to, Security of, and Use of Information Technology Resources and Mobile/Cellular/Smartphone Devices" and A.5.6 "Internet and Email Usage"	
STATUS: Approved	
Approved By: <i>William A. Sommers, Deputy Secretary</i>	Date of Approval: 06/08/2021

I. AUTHORITY:

Deputy Secretary of Youth Services (YS) as contained in La. R.S. 36:405. Deviation from this policy must be approved by the Deputy Secretary.

II. PURPOSE:

To establish the Deputy Secretary's policy for allowing selected agency employees to work from alternative work sites, including from home, in order to attract and retain a diverse and talented workforce, reduce costs, improve productivity, and support national and state policies promoting clean air and traffic mitigation. The purpose of this policy is also to assist management in understanding the remote work environment and to outline the process under which remote work arrangements are made.

III. APPLICABILITY:

All Unit Heads of YS; select professional staff identified by management for participation in a telecommuting arrangement and Unit Human Resources (HR) Liaison staff.

IV. DEFINITIONS:

Alternate Work Location - Approved work site, other than the employee's primary work location, where official state business is performed.

Primary Work Location - An employer's place of work; where an employee is normally located.

Regional Director – The Deputy Assistant Secretary responsible for the oversight of all functions and operations of the Community Based Services Regional Offices in their assigned Region.

Remote Work – Performance of assigned work in a location other than the employee's established work location via authorized technology. Such locations may include, but are not limited to, an employee's home or at another agency-designated or approved remote work location.

Remote Work Agreement - The written agreement between the employer and the employee that details the terms and conditions of an employee's work away from his/her primary work location.

Time and Attendance Report (timesheet) – A record of hours worked and leave taken during a specific bi-weekly pay period.

Unit Head – For the purposes of this policy, the Unit Head consist of the Deputy Secretary of Youth Services, Assistant Secretary, Undersecretary, Chief of Operations, Probation and Parole Program Director, Executive Management Advisor, Regional Directors, Facility Directors and Regional Managers.

Work Schedule - The employee's approved work hour schedule regardless of the work location.

V. POLICY:

It is the Deputy Secretary's policy to have work performed normally at agency sites. Exceptions to this policy are permitted according to the guidelines below.

VI. PROCEDURES:

A. Eligibility

Remote work is a management option and not an employee option; remote work is not suitable for all employees or all positions. A "Remote Work Agreement" [see Attachment A.2.51 (a)], signed by all parties shall contain

mutually understood remote work arrangements. The following requirements shall be met in order for an employee to be identified for remote work from an alternative work location.

1. An employee must have completed a minimum of six (6) months of satisfactory employment with YS. Requests for participation prior to six (6) months of satisfactory employment may be approved on a case-by-case basis by the Deputy Secretary.
2. In certain cases, remote work may be a requirement of the position, and employees will be so notified at the time of hire.
3. Employees identified for a remote work arrangement are responsible for ensuring dependable phone and Internet access at the alternative work site.
4. Before the initiation of telecommuting or work from alternative sites, an alternative "Remote Work Agreement" shall be completed and signed by the employee, the direct supervisor who will be accountable for evaluating the performance of the employee and the appropriate Regional Director, prior to submittal to the Deputy Secretary for approval.
5. The original "Remote Work Agreement" shall be maintained in the employee's personnel file maintained by the unit's HR Liaison, with a copy in the Supervisory file, which must be readily available for audit purposes. A copy shall also be forwarded to Public Safety Services (PSS) Human Resources (HR) for the employee's permanent file (refer to YS Policy No. A.2.12).
6. The supervisor shall ensure that a work agreement is updated and completed no less than annually.

B. Conditions of Employment in a Remote Work Environment

Remote work or assignment of an alternative work location does not change the conditions of employment or required compliance with state Civil Service or YS policies and procedures. The employee shall continue to comply with federal, state and agency laws, policies and regulations while working at the alternative work location.

1. An employee's compensation and benefits shall not change as a result of telecommuting or working from an alternative work location.

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2. The employee shall have the same leave coding as employees at their primary location.
3. Remote work is not intended to serve as a substitute for child or adult care, nor to allow for other personal business during agreed upon work hours.
4. Employees will send their supervisor an email at the start of their shift. At the end of an employees' shift, they will send their supervisor an email with a summary of the tasks they have completed for that shift. The emails at start and end of the shift have to be done every day that an employee is engaged in remote work. This does not preclude the "Time and Attendance Report" required pursuant to YS Policy No. A.2.55.

However, the regular "Time and Attendance Reports" as required pursuant to YS Policy No. A.2.55 may be substituted for the "Remote Work Time Sheets" with the approval of the employee's supervisor.

5. After an email is sent to an employees' supervisor at the start of their shift, an employee engaged in remote work will utilize the Check-In Check-Out application to display their status. The Comments section for each employee should list what days they will be in and out of the office. The Status section should indicate if the employee is in or out of the office. The Return Time and Return Date should indicate the time and date the employee will be back in the office if they are out.
6. Should circumstances arise whereby the remote worker cannot work from home or the alternative work location, (i.e., loss of electricity, home emergencies, loss of Internet access, etc.), the remote worker must contact their supervisor. The employee's supervisor shall decide if applicable leave may be granted or if alternative work hours shall be assigned to ensure a full work day/week.
7. Total work hours are expected to be equal to that of an employee working at the agency work site and shall be documented as part of the mutual "Remote Work Agreement". When attendance at office meetings is required, arrangements can be made for remote access (teleconference), if approved by the supervisor.
8. Remote work is not intended to be used in place of annual, sick, Family and Medical Leave of Absence (FMLA) or other types of leave (refer to YS Policy Nos. A.2.5 and A.2.55). Requests to work overtime or to use sick, annual or other leave must be approved in advance by the immediate supervisor in the same manner, and in accordance with, the time and attendance procedures as when working at the primary agency location.

9. Employees must safeguard agency information used or accessed while engaged in remote work. Employees will be expected to ensure the protection of confidential agency and youth information accessible from their home office. Steps include the use of locked file cabinets and desks, regular password maintenance, and any other measures appropriate for the job and the environment. All agency records, files and documents must be protected from unauthorized disclosure or damage and returned safely to the primary workplace when projects are completed (refer to YS Policy No. A.5.1).
10. Remote work is not intended to permit employees to have time to work at other jobs or run their own businesses (refer to YS Policy Nos. A.2.3 and A.2.38). Failure to fulfill work hours as agreed upon in the "Remote Work Agreement" because of other employment may be cause for disciplinary action or termination of employment (refer to YS Policy No. A.2.1(b)).

C. General Provisions

1. The Deputy Secretary shall approve the positions and the employees for remote work after requests are submitted by the Unit Head, following approval from the appropriate Regional Director. Conditions that shall be considered are listed below:
 - a. Quality of service to the agency and to YS stakeholders can be maintained and even improved;
 - b. The employee identified for remote work has demonstrated sustained high performance, and the supervisor and/or Unit Head believes that the employee can maintain the expected quality and quantity of work while engaged in remote work;
 - c. The employee identified to work from an alternative work site does not supervise employees who are assigned to work at the agency's regular work sites; and
 - d. Specific, measurable work products can be monitored by output and not time spent doing the job.
2. The supervisor is responsible for work assignments, performance reviews (refer to YS Policy No.A.2.45), any investigations into injury or accident reports, and maintaining the conditions outlined in the signed "Remote Work Agreement".

3. When employees are authorized through the "Remote Work Agreement" to use their own equipment, YS shall not assume responsibility for its cost, repairs or service.
4. When applicable, employees will maintain authorized video conferencing software on the computer system that they are using to conduct agency work on.
5. During assigned employee work hours, an agency employee will be expected to respond when applicable to emails and phone calls from their supervisor within fifteen minutes.
6. Prior approval for the use of any state-owned equipment shall be documented in the "Remote Work Agreement". Justification is required for the use of state-owned equipment at sites other than agency work sites. If authorized, state-owned equipment shall be used only for state purposes by authorized personnel.

The employee is responsible for contacting the unit's Property Control Manager before relocating state-owned equipment from the primary physical location pursuant to YS Policy No. A.3.1.

Employees are also responsible for protecting state-owned equipment from theft, damage, and unauthorized use and for reporting property loss, damage, etc. pursuant to YS Policy No. A.3.11.

7. Workers Compensation Liability - Job-related injuries may occur during an employee's established work hours at an alternative work location. Any work-related injuries must be reported to the employee's supervisor immediately. Employees who report accidents at an alternative work location may be subject to drug testing pursuant to the agency's Drug-Free Workplace policy (refer to YS Policy No. A.2.7).

The employee understands that they will remain liable for injuries or damage to the person or property of third parties or family members on the premises and agrees to indemnify and hold YS harmless from any and all claims for losses, costs or expenses asserted against YS by third parties or members of the employee's family.

8. A "g Work Agreement" can be revoked by the agency at any time and for any reason. In addition, an employee may discontinue participation in telecommuting at any time, except in those circumstances where telecommuting is required of the position.

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9. The employee should be taxed according to the laws of the state where the work is performed, not where the administrative unit is located.

10. YS shall assume no liability for injuries occurring in the employee's home workspace outside of work hours. For their own protection, employees who engage in remote work should ensure their homeowners/tenants liability policy will cover bodily injury and property damages arising out of or relating to the business use of their home.

Previous Regulation/Policy Number: A.2.51

Previous Effective Date: 05/22/2020

Attachments/References: A.2.51 (a) Remote Work Agreement June 2021.docx



REMOTE WORK AGREEMENT

Office/Division

The following constitutes an agreement on the terms and conditions of remote work between:

Supervisor

Employee

Section A. Employee Information

Name of Employee: _____

Current Title: _____ Name of Department: _____

Name/title of direct supervisor: _____

Name of human resource contact: _____

Section B. Alternate Work Location

Home _____
(Address)

Other _____
(Address)

Youth Services assumes no liability for injuries occurring in the employee's home workspace outside of work hours.

Section C. Communication

Phone where you can be reached: _____

How will incoming calls be addressed?

- Call forwarding to above phone number
- Retrieving messages through voice mail
- Designation of receptionist or co-worker to take and route calls to you

Section D. Network Access

Do you have the following available to you at the alternate work location?

- Computer
- High speed network with internet access

Section E. State-owned Equipment

	Equipment Description	Date of Issue	Property Tag Number
1.	_____	_____	_____
2.	_____	_____	_____

- 3. _____
- 4. _____
- 5. _____

Justification for State-owned Equipment

State owned equipment shall be used only for state purposes and employees are responsible for protecting state-owned equipment from theft, damage, and unauthorized use.

Section F. Work Schedule / Hours / Time Sheets

Regular remote work hours agreed to (e.g. hours that on-site staff know they would be able to get hold of a remote worker on a regular basis):

Monday	_____	to	_____
Tuesday	_____	to	_____
Wednesday	_____	to	_____
Thursday	_____	to	_____
Friday	_____	to	_____

Time Sheets shall be completed for each pay period and submitted either electronically or in hard copy, as outlined in each case-by-case Work Agreement, by the last day of the pay period.

The attached Time Sheet [A.2.51(b)] shall be used to document daily task and work hours.

Section G. Work Assignments

I have read and understand both the remote work policy and this agreement and agree to abide by these terms and conditions. I agree that the sole purpose of this agreement is to define the remote work rules and that it does not constitute an employee contract.

Employee Signature

Date

Unit Head

Date

Regional Director Signature

Date

Deputy Secretary Signature

Date