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## FLEXWORK ARRANGEMENTS: GUIDELINES AND PROCEDURE

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**SCOPE:** All campuses

**EFFECTIVE:** July 1, 2020

**PURPOSE:** The purpose of this operating procedure is to establish the Louisiana State University (“University”) procedures for Flexwork Arrangements (i.e. telecommuting or remote worker arrangements) and to provide personnel and payroll policies affecting the various categories of University employees. While many positions require a physical presence at the University, LSU is supportive of flexible work arrangements for positions (i) when the work is conducive to it, (ii) when it can mutually benefit both LSU and the employee in achieving work deliverables (iii) when the work performed can be appropriately monitored, and (iv) when it does not result in a significant additional financial cost to the University. A Flexwork Arrangement within the state of Louisiana shall be reviewed and approved by departmental leadership and documented in the employee’s personnel file. A Flexwork Arrangement outside the state of Louisiana shall be reviewed and approved through departmental leadership, the Office of Human Resource Management (“HRM”), and in consultation with the Office of the General Counsel, prior to an offer being extended or implemented. A Flexwork Arrangement may be established for permanent, temporary, or intermittent remote work and is not an entitlement or company-wide benefit, and in no way changes the terms and conditions of employment with LSU. Within this context, the policy will:

- Outline the approval process to establish a Flexwork Arrangement.
- Assist management and employees in understanding the Flexwork Arrangement.
- Provide a general framework for the telecommuter or remote worker.
- Improve recruitment and retention of employees.
- Provide alternatives to continuing operations and essential functions in times of crisis.

### I. DEFINITIONS:

- A. Alternate Work Location:** the temporary off-site location as specified in telecommuting arrangements that may be an employee’s home office or another approved office location, such as an office space in another state building or facility.
- B. Flexwork Agreement:** the written agreement between the employer and the employee that details the terms and conditions of an employee’s work as a telecommuting or remote worker arrangement.
- C. Flexwork Arrangement:** a flexible work arrangement where the employee works remotely some, most, or all of the workweek.
- D. Flexwork Proposal:** the written proposal completed by the department (See Appendix A).
- E. Official Domicile:** the permanent off-site location where work duties are regularly performed as specified in remote worker arrangements and is typically the primary work location on file.
- F. Remote Work:** a flexible working arrangement that implies that the worker lives outside of the geographic area of the campus and there is no expectation that the worker will be physically present on campus.
- G. Telecommuting:** a work arrangement in which some of the work is performed at an off-campus work site such as the home or in office space near the home.
- H. Unit Head:** Dean equivalent or higher.

- I. **University Work Location:** the traditional campus work address as specified in telecommuting arrangements that is typically the primary work location on file even if participating in a telecommuting arrangement.

## II. GENERAL PROVISIONS:

### A. Eligibility Factors

1. A Flexwork Arrangement is only available to Classified, Unclassified/Professional, Faculty, Wages as Earned (WAE), or Transient employees.
2. The employee's range of duties must be suitable to be performed at an alternate work location or remotely without direct supervision. This may preclude managers and supervisors from telecommuting. If a position commences as an encumbered non-Flexwork Arrangement and there is a request to convert it to a Flexwork Arrangement, the employee in that position must be in good standing (i.e. successful evaluation and absent any performance improvement plan or notice of concern).
3. When a department wishes to transition an employee to a telecommuting arrangement, the following non-exclusive factors will be considered: nature of the job/work, operational needs, whether the department can maintain the quality of services to members and the University community, performance and productivity of the employee, attendance and the ability of the employee to work independently.

### B. Legal Implications

1. If a Flexwork Arrangement is proposed in a state/country other than the State of Louisiana, a legal review must be conducted that may include tax reporting, employment immigration sponsorships, and employment implications for the University. The hiring department is responsible for any legal fees incurred for that legal review.
2. The employee is responsible for personal tax consequences, if any, resulting from the Flexwork Arrangement. The employee should seek independent professional advice for any questions or concerns regarding tax issues.
3. If applicable, employment immigration sponsorships (immigrant or non-immigrant petitions) must be reviewed and approved by HRM and the Office of the General Counsel before an offer is made.

### C. Conditions of Employment

1. A Flexwork Arrangement must not have the effect of changing the employee's duties, obligations, responsibilities, and conditions of employment or required compliance with Flexwork policies and procedures, Civil Service Rules, or any other federal or state laws, policies, and procedures while working at the alternate work location/official domicile. Job responsibilities, standards of performance, and performance appraisals remain the same as when working at the University work location.
2. An employee's compensation and benefits with the University may not change as a result of the Flexwork Arrangement. Retirement benefits are determined by the State of Louisiana (TRSL, ORP, LASERS). Consistent with the health benefits offered, the health plans only cover emergencies for those outside of the country, whether visiting or living outside of the United States.
3. A Flexwork Arrangement should not affect any opportunity for job mobility. However, if the employee's work changes, such changes must be reviewed to determine if a Flexwork Arrangement can continue to be supported.
4. An employee is not entitled to receive additional compensation, equipment, supplies, or travel time in order to accommodate a Flexwork Arrangement. However, these considerations should be taken into account in the department's budget and operational planning. For example, when replacing computers, a department head may decide to furnish laptops instead of desktop models in order to facilitate the arrangement. Commuting to and from home or an alternate work location/official domicile is not to be considered reimbursable travel or actual working hours because of a Flexwork Arrangement.

5. Not all positions or job assignments are suitable for a Flexwork Arrangement. If one position within a unit is found to be suitable for such an arrangement, it does not necessarily mean that other positions may also be suitable. Please see Appendix A for examples of job assignments that may be appropriate for a Flexwork Arrangement, although determinations will be made on a case-by-case basis.
6. Both the employee and the supervisor have the responsibility to ensure that a Flexwork Arrangement does not interfere with the employee's ability to perform his or her job duties or of the work unit to operate as intended. Established work hours for the department based on the job responsibilities, availability of others or resources, and team arrangements must be taken into consideration when a Flexwork Arrangement is allowed.
7. A Flexwork Arrangements may be revoked as necessary based on worker performance or productivity, changes to job responsibilities, availability of others or resources, team arrangements, etc. with a fifteen (15) day notice.

#### **D. Hours of Work**

1. The employee must have an approved work schedule adopted in accordance with departmental policy and University policy. Management must ensure proper compliance and documentation of work hours, in particular ensuring compliance with the FLSA and overtime policies and procedures.
2. The employee is expected to maintain the same level of availability, levels of production, and quality of work as though the employee were working out of the regular work location.
3. Should circumstances arise whereby the employee cannot work at the alternate work location/official domicile (i.e. loss of electricity, home emergency, etc.), the employee must contact his or her supervisor and may be required to report to the regular work location, a different designated and approved alternate work location, or appropriate leave may be required.
4. An employee may work overtime only with supervisory approval in accordance with University and FLSA policy. A Flexwork Arrangement may be canceled for an employee who works unapproved overtime. The supervisor must monitor work hours to ensure overtime hours are being requested before the work commences.
5. The supervisor or unit head may require the employee to report to an alternate University work location with reasonable notice if business needs require it. Any travel expenses incurred may be reimbursable in accordance with Permanent Memorandum (PM) 13, University Travel Regulations.

#### **E. Use of Leave**

A Flexwork Arrangement may not be used in place of annual, sick, Family and Medical, or any other type of leave. If at any time an employee is unable to perform official duties, the employee must take leave. A request to use leave must be approved in accordance with LSU policy.

#### **F. Equipment and Supplies**

1. To the extent possible and at the discretion of the department, the University will provide the necessary equipment and supplies that are needed for the telecommuter/remote worker to perform job duties successfully. This may include desktops, monitors, laptops, storage devices, and other IT equipment provided by the department in accordance with IT and other policies. It is the University's responsibility to maintain and repair equipment that is supplied to the telecommuter by the University. The University will not be responsible for any additional home office supplies or expenses, and any such purchases shall be the responsibility of the employee. Out of pocket expenses for supplies normally available through the University will not be reimbursed.
2. University-owned equipment, software, and supplies at the alternate work location/official domicile shall be limited to that authorized by the University and used only for University business. The employee assumes responsibility for the physical security of University equipment, supplies, and information in his or her possession while on a Flexwork Arrangement.
3. An employee may use personal equipment for remote work purposes with University approval. In such cases, the employee will be responsible for the maintenance, repair, operation, and insurance for the personal equipment.

4. The University will not be liable for damages to an employee's personal or real property while the employee is working at the approved alternate work location/official domicile. The employee is responsible for maintaining his or her alternate work location/official domicile in a safe condition, free from hazards and other dangers to the employee and equipment. When an employee uses privately-owned equipment, the employee shall be responsible for equipment repair and maintenance.
5. The University will not be responsible for operating costs, home maintenance (e.g. utilities), or any other incidental costs associated with the use of the home as an alternate work location/official domicile. The employee must maintain the ability to connect to the University's network with sufficient bandwidth to perform the job duties.
6. Materials, documents, etc., that the employee transports to and from the University Work Location to the alternate work location/official domicile or which are stored at the alternate work location/alternate domicile must be kept confidential and secure. The employee agrees to protect University records from unauthorized disclosure or damage and will comply with University policies and procedures regarding such matters.
7. In the event of cancellation of the Flexwork Arrangement or termination of employment with the University, the employee agrees to return University-owned equipment, records, and materials within fifteen (15) days of the cancellation/termination. In the event of termination of employment, failure to return University-owned equipment will result in the withholding of the employee's final paycheck until the equipment is returned.

#### **G. Right to Monitor Work and Inspect Alternate Work Location**

An employee on a Flexwork Arrangement is subject to monitoring of e-mail, electronic review of their work, announced visits or inspections at the alternate work location/official domicile during normal business hours, and other methods used to adequately document and evaluate their work product performance.

#### **H. Worker's Compensation Liability**

An employee shall be covered for workers' compensation if injured while in the course and scope of work at an alternate work location/official domicile during work hours as part of an approved Flexwork Agreement. If an injury occurs during work hours, the employee must immediately report the injury to the supervisor, then the Employee Injury Call Center at (877) 764-3574. The University is not responsible for any injuries to family members, visitors, and others at the employee's alternate work location/official domicile.

### **III. PROCEDURES**

#### **A. Job Characteristics**

Jobs best suited to telecommuting are jobs that:

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

## **B. Flexwork Proposal Procedures**

### **New Employee Hires:**

1. The department must include within the offer letter and employee contract specific details of the Flexwork Proposal.
2. The offer letter, contract, and off-campus/home storage form will be forwarded to the unit head for review.
3. With unit head approval, the offer letter, contract, and off-campus/home storage of equipment and Flexwork Agreement should be included in the employee's personnel file; advanced administrative approvals through HRM and the Office of the General Counsel shall be obtained for Flexwork Proposals outside the state of Louisiana to ensure compliance with applicable law prior to offer.
4. The offer letter, contract, and off-campus/home storage equipment form will become part of the employee's personnel file at the time of hire.

### **Existing Employees:**

1. Written requests to transition an existing position into a Flexwork Arrangement will be made by the department and should be formatted using the Flexwork Agreement contained herein.
2. The employee and supervisor must agree on the number of days/and hours allowed each week, the work schedule the employee will maintain, the manner and frequency of communication as well as performance indicators.
3. The agreed upon Flexwork Proposal should then be forwarded to the unit head for review.
4. The unit head will review the request and approve or deny the request. Any modifications to the Flexwork Proposal must be reviewed and accepted by the employee and supervisor.
5. If the request is approved, the Flexwork Agreement should be included in the employee's personnel file; advanced administrative approvals through HRM and the Office of the General Counsel shall be obtained for Flexwork Proposals outside the state of Louisiana to ensure compliance with applicable law prior to implementation.
6. A Flexwork Arrangement will normally be for one (1) year and reviewed annually.
7. Any subsequent revision to the Flexwork Agreement must be agreed to in writing by the supervisor, unit head, as well as HRM and the Office of the General Counsel for Flexwork Agreements outside the state of Louisiana to ensure compliance with applicable law prior to implementation. A copy of the revision must be included in the employee's personnel file.

## **IV. VIOLATIONS**

Failure to comply with provisions of this policy may result in the cancellation of the Flexwork Arrangement and/or disciplinary action being taken up to and including termination in accordance with LSU policy.

## **V. QUESTIONS**

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

## **VI. EXCEPTIONS**

Requests for exceptions to this policy shall be justified, documented, and submitted to HRM for consideration.

## **VII. RESOURCES**

### **A. Permanent Memoranda**

[PM-13: University Travel Regulations](#)

[PM-20: Leave Policies for Academic & Unclassified & Classified Personnel](#)

### **B. Policy Statements**

LSU A&M

[PS-12: Leave Guidelines for Academic, Professional and Classified Employees\](#)

LSU Eunice

[PS-19: Leave Guidelines](#)

LSU Alexandria

[P.S. 212: Leave Policies and Procedures](#)

LSU Shreveport

[3.04.01: Leave Guidelines](#)

Pennington Biomedical Research Center

[915.00: Attendance and Leave](#)

## APPENDIX A. Developing a Proposal for a Telecommuting Agreement

### A. Selection Criteria

The following characteristics and criteria are intended to assist departments in determining if an employee's position may be suited to a Flexwork Arrangement.

#### Employee Characteristics

Individuals best suited to telecommuting are those who:

- Can work productively on their own.
- Are self-motivated and flexible.
- Have a clear and defined understanding of their job duties and responsibilities.
- Are independent workers needing minimal supervision.
- Have a low need for interaction with supervisors, coworkers, etc.
- Are dependable and trustworthy.

#### Manager and Supervisor Characteristics

Individuals who work most effectively with telecommuters are those who:

- Are skilled in supervision and communication.
- 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.
- Can effectively plan and organize their work and the work of subordinates to facilitate results.

### B. Flexwork Proposal Guidelines

The following is intended to assist departments in developing a proposal (for existing positions) or offer letter/employee contract (for new hires) for Flexwork Arrangements.

1. Determine what arrangement would best meet the department's needs:
  - Provide the employee's suggested alternate work location/official domicile (home, alternate site)
  - Provide a proposed schedule for the employee (days and hours on campus, days and hours at telecommuting site)
2. Anticipate what problems this arrangement may cause for their organization. (Include the effect both within the unit and externally.)
3. Determine the appropriate resources needed:
  - How will the employee be expected to communicate with the supervisor, co-workers, and clients?
  - How will the employee keep materials readily available to those who need access?
  - How will the employee be expected to respond to emergencies or other unexpected events in the department?
  - How will the employee assure the security of university materials and equipment?
  - How will the employee provide a workplace that is as safe as the departmental work site, so as to minimize the likelihood of injury?
4. Outline ways in which the proposed arrangement might benefit the organization.
  - Will service hours be extended?
  - Will the employee be more productive? In what ways, and how will this be measured?
  - Will the department be able to free up equipment and space?
5. Create a plan that addresses the department's own concerns and those anticipated from co-workers and clients.
6. Request a meeting with the employee to explain what arrangements the department would like to make and why. Be prepared to revise the plan, if needed.
7. Develop a strategy and timetable for monitoring the effectiveness of the arrangement.

# FLEXWORK AGREEMENT

## I. General Work Arrangement

- A. This is an Agreement between \_\_\_\_\_ (“Department”) and \_\_\_\_\_ (“Employee”) to establish the terms and conditions for performing work at the following alternate work site \_\_\_\_\_ (physical address) on a regular basis (e.g., on the same day every week, or on some routine basis) for Louisiana State University. The alternate work site is referred to as the “Remote Work Location” and is considered the worker’s assigned job location and is public record.
- B. This Agreement is effective \_\_\_\_\_. It will be reviewed at least annually, and continuation is contingent upon supervisor review and approval of its efficacy and productivity. The parties acknowledge that this agreement may be evaluated and adjusted on an ongoing basis to ensure that Employee’s work quality, efficiency, and productivity are not compromised by the Flexwork Arrangement described herein. This agreement may be modified or canceled at any time and for any reason within 15 calendar days’ written notice by the Employee’s supervisor or LSU Human Resource Management. The details of the Flexwork Arrangement are as outlined below.
- C. While remote working and during the designated work hours, Employee will:
- remain accessible during the following remote work schedule: \_\_\_\_\_
  - maintain the following work hours: \_\_\_\_\_; agree to be available by phone and email during these core hours, and be available for teleconferences, scheduled on an as-needed basis;
  - check in with the supervisor to discuss status and open issues;
  - attend the following regularly scheduled meetings for the Employee and supervisor to discuss and review progress on the assigned tasks; including any on campus meetings that may be required:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
  - request supervisor approval in advance of working any overtime hours (if Employee is non-exempt per FLSA);
  - request supervisor approval to use vacation, sick, or other leave (to the extent available) in the same manner as when working at Employee’s regular work location; and
  - agree to participate in any studies, inquiries, reports and analysis related to this program.
- D. Employee’s duties, obligations, responsibilities as outlined in their job description, and conditions of employment with the University remain unchanged, except those obligations and responsibilities specifically addressed in this agreement and as outlined in the Policy. Job responsibilities, standards of performance, and performance appraisals remain the same as if working at the regular University worksite. The supervisor reserves the right to assign work as necessary at any worksite.
- E. To the extent possible and at the discretion of the department, the University will provide the necessary equipment and supplies that are needed to perform job duties successfully. Out of pocket expenses for supplies normally available through the University will not be reimbursed. Any additional work-related expenses are subject to University policy for provision or reimbursement.
- F. As a remote employee, you will have the same rights to training, promotions, and visibility as non-remote employees.
- G. No employee will be terminated on the sole basis of working remotely unless approved by Human Resource Management.
- H. Nothing in this Agreement shall create or imply a specific term of employment or affect the existing at-will employment relationship between Employee and the University.

## II. Safety & Equipment; Information Security



- A. Employee agrees to maintain a safe and secure work environment and to report work-related injuries to Employee's supervisor at the earliest reasonable opportunity. Employee agrees to hold the University harmless for injury to others at the remote work location/official domicile. Regarding space and equipment purchase, set-up, and maintenance for remote work purposes:
- Employee is responsible for providing space, telephone, printing, networking, and/or Internet capabilities at the remote work location, and shall not be reimbursed by the employer for these or related expenses. Employee acknowledges that Employee has no right or expectation of privacy in data transmitted or received over the internet connection during remote work hours. Internet access must be via DSL, Cable Modem, or an equivalent high-speed bandwidth network.
  - Employee agrees to designate a workspace within the Employee's remote work location for placement and installation of equipment to be used while remote working. Employee agrees to maintain this workspace in a safe condition, free from hazards and other dangers to Employee or equipment. Department must approve the site chosen as the Employee's remote workspace. Employee is expected to submit three photographs of the home workspace to management prior to implementation. Any University materials taken home should be kept in the designated work area at home and not be made accessible to others. Employee agrees the University reserves the right to make on-site visits (with 48 hours' notice) to the remote work location for the purpose of inspecting the site to determine it is safe and free from hazard and to maintain, repair, or retrieve University-owned equipment, software, data, or supplies. In the event legal action is required to regain possession of University-owned equipment, software, or supplies, Employee agrees to pay all costs incurred by the University, including attorney fees, should the University prevail. Employee agrees to work at the remote work location, and not from another unapproved site. Failure to comply with this provision may result in termination of the agreement, and/or other appropriate disciplinary action.
  - To the extent practicable, Employee agrees to protect University-owned equipment, records, and materials from unauthorized or accidental access, use, modification, destruction, or disclosure. If Employee accesses sensitive or classified LSU information, Employee will do so using a VPN provided by the University. The precautions described in this agreement apply regardless of the storage media on which information is maintained, the locations where the information is stored, the systems used to process the information, or the process by which the information is stored. In addition to taking precautions with information shared electronically, the employee agrees to be cautious of information shared verbally. This includes but is not limited to telephone and/or video chats to ensure sensitive information is not shared within a particular setting in front of others not employed by the University.
  - Employee agrees to report to Employee's supervisor any incidents of loss, damage, or unauthorized access at the earliest reasonable opportunity.
  - Employee understands that all equipment, records, and materials provided by the University shall remain the property of the University.
  - Employer will not be responsible for home office expenses, operating costs, home maintenance, or any other incidental costs (e.g. utilities), associated with the use of the employee's residence. Employee is entitled to reimbursement for University authorized expenses incurred while conducting official business for the employer.
  - The supervisor and Employee must agree upon the equipment to be used in telecommuting. LSU is not required to provide equipment for the home office; however, with the approval of the supervisor, the telecommuter may be provided State-owned equipment necessary to perform work assignments. Department may provide the necessary computer, modem, software, and other equipment needed for telecommuting. Upon completion of the [PER BOP 4-2](#) request form, such equipment shall be checked out to the employee in accordance with the Property Management Procedures. All items remain the property of the University and must be returned by Employee, upon request. Other household members or anyone else should not use the equipment or software. University-owned software may not be duplicated except as formally authorized. Employer will be responsible for the insurance and maintenance of all University provided equipment.
  - Employee may use personal equipment for remote work purposes with University approval. In such cases, the employee will be responsible for maintenance, repair, operation, and insurance for personal equipment.

- Should you need any technical support, you should reach out to the Information Technology Service Desk at 225-578-3375 or via email at [servicedesk@lsu.edu](mailto:servicedesk@lsu.edu).
- B. Employee agrees to comply with Policy Statement 101 which refers to the appropriate use of University equipment, materials, services, and other property.
  - C. Employee understands and agrees that Employee's personal vehicle may not be used for University business unless specifically authorized in writing by Employee's supervisor in advance of such use.
  - D. Employee agrees to return University-owned equipment, records, and materials within 15 calendar days of termination of this agreement. Within fifteen (15) calendar days of written notice, the employee must return University-owned equipment for inspection, repair, replacement, or repossession.
  - E. Employer will be responsible for any work-related injuries under Workers' Compensation laws, but this liability is limited to injuries resulting during the course and scope of employment. Any claims will be handled according to the normal procedure for Workers' Compensation claims.
  - F. It will be the Employee's responsibility to determine any income tax implications of maintaining a home office area. The University will not provide tax guidance nor will the University assume any additional tax liabilities. Employees are encouraged to consult with a qualified tax professional to discuss income tax implications.
  - G. Remote work is not a substitute for dependent care. The remote worker may not provide dependent care during the remote worker's core or assigned hours.
  - H. Subject to applicable state laws, an employee's work location will be considered public information.
  - I. Employee agrees to comply with all University policies and procedures.

**I hereby affirm by my signature that I have read this Flexwork Agreement and understand and agree to all of its provisions.**

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Employee Date

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Supervisor/Title Date

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Unit Head Date

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Office of Human Resource Management Representative\* Date

*\*For out of state Flexwork Arrangements only*

*Please send this signed agreement to your department's HR Analysts for placement in the employee's personnel file. The employee and the supervisor should each keep a copy of this agreement for future reference.*