

Remote Work Policy

Policy Statement

The University recognizes the need, in certain situations, for work to be performed away from campus. Working from a location other than campus on a temporary or permanent basis is considered Remote Work and is governed by this policy. Remote work is not a substitute for accommodations resulting from documented disabilities or personal or familial health challenges; therefore, ADA and FMLA processes should be followed. If remote work is possible as part of the associated accommodation, Human resources will work with the employee and supervisor to secure an approved remote work agreement. The following parameters should be kept in mind when applying this policy:

- Southeastern's existing educational and business models, which are based largely on traditional face-to-face interactions and bricks-and-mortar facilities, must be preserved.
- Remote work, when allowed, must serve a legitimate institutional purpose that advances the mission of the University, not merely individual convenience or preference.
- Remote work, when allowed, does not preclude an expectation or requirement for periodic physical campus presence.
- Remote work, when allowed, would heighten, not diminish, managerial expectations and transparency relative to productivity and accountability.
- Remote work, when allowed, should not result in additional costs or liability exposure for the University.
- Realization that some positions are inherently not appropriate for remote work as they involve tasks that cannot be effectively accomplished remotely.

In order to work remotely on a temporary basis, the conditions must be outlined in a [Remote Work Agreement](#) which is specific to the employee and not the position. Under ordinary circumstances, temporary remote work will not extend beyond a 30-day time period. Remote Work Agreements may be approved by the appropriate Vice President unless for a period of time exceeding 30 days, in which case approval of the President is required.

In order for remote work to be an ongoing feature of a new or existing position, it must be included in the official position description that is approved up the chain of command through the President.

Remote work is not an employee benefit. Rather, it is an alternative method of meeting the needs of the University. The University also reserves the right to refuse to make remote work available to an employee and/or to terminate any remote work arrangement at any time. In certain circumstances, such as during certain emergencies, employees may be required to work remotely on a temporary basis if it is necessary to ensure the viable operation of University functions.

When working remotely, the employee's compensation, benefits, work status and work responsibilities will not change. The amount of time the employee is expected to work per day or pay period will also not change, and the employee's off campus work hours will conform to a schedule agreed upon by the employee and his or her supervisor and approved by the relevant Division Head. The employee's time and attendance will be recorded as if performing official duties on campus.

Purpose of Policy

The purpose of this policy is to establish the Southeastern Louisiana University policy and procedures for remote work and to provide personnel and payroll policies affecting the various categories of University employees. While most positions require a routine everyday physical presence at the University, Southeastern is supportive of remote work arrangements for positions (i) when the work is conducive to it, (ii) when it can mutually benefit both Southeastern 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.

Applicability

This policy applies to all classified and unclassified staff. Graduate Assistants and Student Workers are generally not eligible for remote work, but an exception may be requested based on extenuating circumstances.

Policy Provisions

DEFINITIONS:

Remote Work Location: The off-site location specified in the [Remote Work Agreement](#).

GENERAL PROVISIONS:

A. Eligibility Factors

1. The employee's range of duties must be suitable to be performed remotely without direct supervision. This may limit the ability for managers and supervisors to work remotely for an extended period of time.
2. When a department considers a remote work 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 remote work 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 remote work. 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 Southeastern Office of International Services before an offer is made.

C. Conditions of Employment

1. A remote work arrangement must not have the effect of changing the employee's duties, obligations, responsibilities, and conditions of employment or required compliance with University 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 a remote work 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 remote work arrangement should not affect any opportunity for job mobility. However, if the employee's work changes, such changes must be reviewed to determine if remote work 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 remote work arrangement. However, these considerations should be considered 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 a remote work location is not to be considered reimbursable travel or actual working hours because of a remote work arrangement.
5. Not all positions or job assignments are suitable for a remote work arrangement. If one position within a unit is found to be suitable for such an agreement, it does not necessarily mean that other positions may also be suitable.
6. Both the employee and the supervisor have the responsibility to ensure that a remote work 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 departmental coverage must be taken into consideration when a remote work arrangement is allowed.
7. A remote work arrangement may be revoked as necessary based on worker performance or productivity, changes to job responsibilities, availability of others or resources, departmental needs, etc.

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 remote work location (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 remote work location, or take leave as appropriate.
4. An employee may work overtime only with supervisory approval in accordance with University and FLSA policy. A remote work 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 Division Head may require the employee to report to an alternate University work location with reasonable notice if business needs require it.

E. Use of Leave

A remote work 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 Southeastern policy.

F. Equipment and Supplies

1. To the extent possible and at the discretion of the department, the University may provide the necessary equipment and supplies that are needed for the 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 documenting assets, IT, and other policies. It is the University's responsibility to maintain and repair equipment that is supplied 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 remote 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 remote work 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. Employees will need a computer capable of accessing and running appropriate software designated by the University and the computer must be three years old or less in age.
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 remote 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 a remote work location. 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 remote work location or which are stored at the remote work location 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 the cancellation of the remote work arrangement or termination of employment with the University, the employee agrees to return University-owned equipment, records, and materials immediately. 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 Remote Work Location

An employee on a remote work arrangement is subject to monitoring of e-mail, electronic review of their work, announced visits or inspections at the remote work location 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 a remote work location during work hours as part of an approved remote work agreement. If an injury occurs during work hours, the employee must immediately report the injury to the supervisor, then contact Human Resources at 985-549-2001. The University is not responsible for any injuries to family members, visitors, and others at the employee's remote work location.

Policy Procedure

To determine if remote work is appropriate for existing employees, the employee and supervisor must meet and decide if the job qualifies as one that can be done off-campus. The Planning Worksheet (Appendix A) may be used to facilitate this process. Once it is decided that all or part of the job can be performed off campus, a Remote Work Agreement can be completed and sent up the chain of command for approval. The remote work can NOT start until all signatures have been received and the form has been sent to Human Resources. The supervisor and employee will be emailed that the form is complete and that the remote work may start.

If a remote work arrangement is part of a position description for a new or existing position, a Remote Work Agreement must be completed. For a new position, the Remote Work Agreement must be submitted as a part of the hiring process and the hire will not be finalized until the completed agreement has been received in Human Resources. For an existing position, the Remote Work Agreement must be finalized before remote work begins.

Inclement Weather or Other Emergencies

During the threat of inclement weather or other potential emergency situations, the University may decide to transition to remote work or institute a University closure. The following applies in each of the two scenarios.

University directed Remote Work

Employees will work remotely during this time, which will be effective based on the start and end times published by the University. In this situation, individual remote work agreements will not be required. Special leave will be granted to employees that by nature of their job are unable to work remotely. Employees working remotely would be expected to continue working and would not receive Special Leave unless it can be documented that the employee was impacted by the emergency in such a way that they were unable to fulfill their work assignments. Essential personnel, as determined by the supervisor, may be required to report to campus to work during this time.

University Closure

During a University closure, employees not identified as essential are not expected to work. Special Leave will be granted in these situations and will be effective based on the start and end times published by the University. Essential personnel, as determined by the supervisor, may be required to report to campus or work remotely during this time.

Graduate assistants and student workers are not eligible for special leave.

Planning Worksheet for Deciding if Remote Work is Appropriate For Employees to complete with Manager

Southeastern developed this proposal process to support employees as they think through different Remote Work Agreements, that can enhance their work effectiveness and provide more control over when and where they produce results. This document is a tool to help managerial & professional staff consider ways to work more efficiently and flexibly. Completing this form does not guarantee approval.

Employee Name	
W#	
Department	
Job Title	

Request period:

- Proposed Start Date: _____
- End Date: _____

Indicate your current and proposed schedule with hours and location

CURRENT WORK SCHEDULE					PROPOSED WORK SCHEDULE				
	Work Location	Start	Hours End	TOTAL		Work Location	Start	Hours End	TOTAL
Monday					Monday				
Tuesday					Tuesday				
Wednesday					Wednesday				
Thursday					Thursday				
Friday					Friday				
Saturday					Saturday				
Sunday					Sunday				
TOTAL HOURS					TOTAL HOURS				

Brief job description:

What is the benefit of your remote work to the University?

How will this new schedule sustain or enhance your ability to get your job done?

What potential barriers could occur with External Customers?

What potential barriers could occur with Internal Customers?

What potential barriers could occur with co-workers?

How do you suggest addressing each the above barriers?

Describe how your performance will be measured under this remote work agreement.

What equipment do you require to perform your job off-site?
