

Chancellor's Memorandum
CM-73 – Remote Work Policy

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Revised: September 28, 2022

I. PURPOSE

To promote a positive, productive work environment while improving retention and recruitment of highly qualified employees, Louisiana State University Health Sciences Center – New Orleans (“LSUHSC-NO”) supports remote work arrangements in certain circumstances. While many jobs require a physical presence on campus, others may be performed remotely when the arrangement adheres to guidelines, is mutually beneficial, and can be effectively monitored. This policy provides for the guidelines and procedures for remote work arrangements.

II. DEFINITIONS

1. **Unit Head** – the individual with administrative and supervisory oversight responsibility for management, personnel, and activity of a particular department or administrative unit.
2. **Primary Work Site** – the usual location of work on the LSUHSC-NO campus.
3. **Remote Work Site** – a location of work alternate to the Primary Work Site that is equipped with all services and equipment necessary for satisfactorily completing job duties.
4. **Remote Work** – an arrangement in which work is performed at a Remote Work Site using electronic means such as computer, email, internet, and telephone.
5. **Work Week** – the normal work week of forty (40) hours per week, excluding lunch periods, beginning at 12:00 am on Monday and ending at 11:59 pm the following Sunday, with a standard business schedule of office hours on Monday through Friday from either 8:00 am -4:30pm or 8:30am-5:00pm.
6. **Eligible Employee** – Full-time classified and unclassified staff employed by LSUHSC-NO in positions deemed eligible for Remote Work as determined by the Unit Head in accordance with Section III.2.

III. GUIDELINES FOR REMOTE WORK ARRANGEMENTS

1. Remote Work is a privilege granted at the discretion of the Unit Head and considered on a case-by-case basis. Remote Work arrangements may not exceed three (3) Remote Work days per Work Week for a six (6) month period and are renewable upon satisfactory review.
2. Unit Heads are responsible for determining which positions and employees may be eligible for Remote Work after careful and equitable consideration of all the following factors:
 - a. Nature of the work to be performed, including whether the job duties require direct supervision, provide direct oversight of other employees, or include administrative support functions, student/resident interactions, or other externally-facing functions;
 - b. Ability of the department/unit to maintain full on-campus functionality and effectiveness;
 - c. The operational needs of the department/unit as well as the potential impact on other employees in that department/unit;
 - d. The employee's demonstrated ability to work independently;
 - e. The employee's demonstrated effective communication skills;
 - f. The employee's demonstrated ability to sustain high quality of service to all constituents; and

- g. The employee's demonstrated ability to maintain satisfactory performance, productivity, attendance, compliance, and integrity.
3. Remote Work arrangements may not change an Eligible Employee's duties, obligations, responsibilities, compensation, benefits, conditions of employment or required compliance with institutional, state, or federal laws, policies, and procedures. The Eligible Employee must maintain the same level of availability, production, and quality of work at the Remote Work Site as at the Primary Work Site, must maintain a weekly log of work activity that is subject to random audit by the Unit Head, and must not conduct any in-person business meetings at the Remote Work Site.
4. The Eligible Employee is responsible for any personal tax consequences of Remote Work and is responsible for obtaining independent professional advice for tax-related questions or concerns.
5. The Eligible Employee may not use Remote Work in place of annual, sick, family medical or other type of leave and must make suitable arrangements for dependent care away from the Remote Work Site.
6. The Unit Head is responsible for ensuring Remote Work hours are properly documented in compliance with the FLSA and LSUHSC-NO policies and procedures. Eligible Employees may work overtime only with advanced approval of their direct supervisor in accord with LSUHSC-NO and FLSA policies.
7. Remote Work schedules may be altered to ensure that on-site coverage is sufficiently maintained on days surrounding an LSUHSC-NO holiday. Eligible Employees ordinarily will be provided notice of at least two (2) weeks regarding changes to Remote Work arrangements. Eligible Employees under investigation for violations of this policy may be required to report to the Primary Work Site the next business day.
8. With reasonable notice, an Eligible Employee may be required to report to the Primary Work Site if required by business needs of the department. Mileage is not reimbursable if the Eligible Employee is required to report to the Primary Work Site on a Remote Work day. Refusal to comply may be considered insubordination and result in disciplinary action. Eligible Employees who participate in rotating coverage of a customer-facing office must be prepared to report to their Primary Work Site within ninety (90) minutes of notice by their supervisor.
9. All non-exempt Eligible Employees approved for Remote Work will have thirty (30) minutes deducted for lunch each day, consistent with Primary Work Site timekeeping, and must clock in and out breaks (longer than the 15 minutes allowed by the Department of Labor) to document the hours worked.
10. Eligible Employees scheduled for Remote Work on a day that LSUHSC-NO declares to be a weather or other campus emergency closure are expected to work as scheduled. If unable to do so, their supervisor must be notified and appropriate leave taken in accord with applicable policies and guidelines.
11. If an Eligible Employee is unable to perform job duties at the Remote Work Site due to unexpected adverse circumstances (i.e. loss of electricity, home emergency, illness, etc.), the Eligible Employee should, after consultation with the supervisor, either relocate to the Primary Work Site or take appropriate leave in accordance with applicable policies.

IV. GUIDELINES FOR APPROVAL OF REMOTE WORK ARRANGEMENTS

1. Requests for Remote Work arrangements must be submitted using the [Remote Work Agreement](#).
2. Unit Heads should follow an equitable and consistent decision-making process in assessing requests for Remote Work arrangements, ensuring non-discrimination and equal opportunity for applicants.
3. Each request for Remote Work will require multiple levels of approval to assure appropriate consistency and equity across different departments, units, schools, and divisions.
 - a. Remote Work Agreements must be signed by the employee making the request, the direct supervisor, and the Unit Head, if applicable.
 - b. Remote Work Agreements approved by a Unit Head within a school must be approved by that school's dean.

- c. Remote Work Agreements approved by a Unit Head within an administrative unit under the Vice Chancellor for Academic Affairs (VCAA) or the Vice Chancellor for Administration and Finance (VCAF) must be approved by the VCAA or VCAF as applicable.
 - d. Written requests for any exceptions to this policy may be made by the deans, VCAA, or VCAF to the Chancellor, who has discretion to approve any such exceptions.
4. Remote Work Agreements will be approved for up to six (6) months and may be renewed. Before renewal, the Unit Head will review, in conjunction with the respective dean, VCAA, or VCAF, both the Eligible Employee's performance and the operational impact on the department/unit.
5. Upon approval of a Remote Work Agreement, the Unit Head should (i) revise the position description to reflect its eligibility for Remote Work, (ii) send a copy to Human Resources Management for placement in the Eligible Employee's personnel file, and (iii) maintain the approved Remote Work Agreement in the unit's personnel files.
6. Supervisors of Eligible Employees approved for Remote Work will be responsible for documenting productivity, reviewing activity logs, and maintaining performance expectations.
7. Unit Heads will be accountable for adherence to the requirements of this policy by all Eligible Employees approved for Remote Work within their respective schools or divisions.

V. GUIDELINES FOR REMOTE WORK SITES

1. The Eligible Employee is responsible for keeping the Remote Work Site in a safe condition, free from hazards and other dangers to people and equipment. Remote Work Sites must be professionally appropriate, conducive to productivity, free from distractions, and provide all necessary equipment and connectivity, the maintenance and repair of which is the responsibility of the Eligible Employee.
2. The Remote Work Site must meet all statutes, rules, and regulations related to any confidential, private, or personnel records that the Eligible Employee may handle during Remote Work.
3. LSUHSC-NO may monitor Eligible Employee's electronic work product or make announced visits to the Remote Work Site during normal business hours to adequately document and evaluate performance.
4. At the discretion of the Unit Head, LSUHSC-NO-owned equipment, software, and supplies may be used at the Remote Work Site for LSUHSC-NO business only. Eligible Employees using such LSUHSC-NO equipment at the Remote Work Site must complete the "[LSUHSC-NO Equipment Tracking Of Campus/Home Use Authorization Form](#)." If such LSUHSC-NO equipment malfunctions, the Eligible Employee may be required to report to the Primary Work Site for the remainder of that Work Day or take annual leave in accord with applicable policies.
5. LSUHSC-NO will not fund costs associated with establishing or operating a Remote Work Site other than as specified in this policy. LSUHSC-NO is not liable for damages to an Eligible Employee's personal or real property or for injuries to family members or visitors at the Remote Work Site.
6. LSUHSC-NO will cover Eligible Employees for worker's compensation if injured while in the course and scope of work at Remote Work Site during work hours as part of an approved Remote Work Agreement. The Eligible Employee must immediately report such injury to their supervisor, make every reasonable effort to document the circumstances surrounding the injury, and follow normal reporting procedures for accidents and/or injuries.

VI. GUIDELINES FOR DATA SECURITY & MAINTENANCE OF RECORDS

- a. The Eligible Employee is responsible for the confidentiality and security of all LSUHSC-NO data accessed or transported, work product, software, and equipment at the Remote Work Site consistent with all LSUHSC-NO Information Technology security and compliance policies.

- b. By accepting a Remote Work arrangement, an Eligible Employee is committing to be personally responsible for the security of confidential, private, or personnel records and is responsible for following all statutes, rules, and regulations related to any confidential, private, or personnel records.
- c. Materials, documents, etc., transported by the Eligible Employee to and from the Primary Work Site to the Remote Work Site, or which are stored at the Remote Work Site, must be kept confidential and secure. The Eligible Employee agrees to protect LSUHSC-NO records from unauthorized disclosure or damage, and to comply with all applicable policies and procedures, including but not limited to PHI and FERPA protected content.
- d. Upon termination of employment of an Eligible Employee with a Remote Work arrangement, all work product, files and LSUHSC-NO equipment at the Remote Work Site must be returned immediately to LSUHSC-NO. The final paycheck will be withheld until all LSUHSC-NO equipment is returned, and LSUHSC-NO reserves the right to file civil or criminal legal actions for theft against any Eligible Employee who fails to return LSUHSC-NO equipment.

VII. COMPLIANCE

1. Remote Work arrangements may be terminated or revoked by the Unit Head, Dean, VCAA, or VCAF at any time based on performance, productivity, changes to job responsibilities, availability of others/resources, needs of the department/unit, or violations of this policy.
2. Eligible Employees who violate any of the provisions of this policy shall lose Remote Work privileges and may be subject to additional disciplinary action, up to and including termination of employment.
3. Unit Heads or supervisors who violate the provisions of this policy may be subject to disciplinary action, up to and including termination of employment.

VIII. REFERENCES

[Remote Work Agreement](#)

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

[PM-36 Information Security](#)

[CM-42 Information Technology \(IT\) Infrastructure](#)

[CM-51 Policy on Weather Related Emergency Procedures](#)

[LSUHSC-NO Enterprise Information Security Policy](#)

[LSUHSC-NO Custodian Asset and Certification Policy](#) (La Admin Code, Title 34, Part VII)