



THE UNIVERSITY of
NEW ORLEANS

**ADMINISTERED BY: Office of Vice President for
Business Affairs**

Policy No: AP-BA-51.6
TITLE: Telework
EFFECTIVE DATE: April 1, 2014*
(*Policy Revised, see below)
CANCELLATION:
REVIEW DATE: Spring 2026

PURPOSE

The University of New Orleans (UNO) encourages all supervisors to review the responsibilities of their work unit and, as feasible and appropriate, allow their employees to telework when the mission of the unit can be accomplished without being physically present in the traditional workplace. It is the policy of UNO to provide for the administration of a telework program, which permits telework arrangements when it is in the best interests of the University.

AUTHORITY

Part Two, Chapter III, Section IV of the bylaws and rules of the University of Louisiana System; State Civil Service Rule 11.4.1.

DEFINITIONS

- Principal location – UNO owned and operated campuses and buildings.
- Regularly assigned place of employment - the location on the University campus where an employee usually and customarily reports for work or where work is performed.
- Telework – a work flexibility arrangement under which an employee performs the assigned duties and responsibilities for their position from an approved alternative worksite (e.g., the employee's home).
- Telework – Formal – Telework that occurs as part of an approved on-going, regular schedule or within established limits (e.g., full time or a set numbers of days per week)
- Telework – Situational – Telework that is approved on a case-by-case basis, generally for a fixed duration of time, where hours worked are not part of a previously approved, on-going and regular telework schedule (e.g., telework approved as a result of inclement weather, declared emergency, reasonable accommodations, or office closures).
- Telework Agreement – An agreement between the University and employee that grants approval for that employee to telework and specifies the work to be performed and associated work schedule.

GENERAL POLICY

This policy is at the University's discretion, in accordance with applicable University of Louisiana System and UNO policies and State Civil Service Rules, and the opportunity to work remotely may be withdrawn at any time by either the employee or supervisor.

Employees are not entitled to telework, but instead is driven by business-related, operational needs. Employees who are granted approval to telework must comply with all University rules, policies, practices, and instructions and understand that violation may result in termination of telework privileges and/or discipline up to, and including, termination of employment.

Telework does not change the terms and conditions of employment with the University. Telework agreements do not change an employee's classification, compensation, or benefits. The accrual and charging of leave time are subject to the same policies and procedures applicable to non-telework employees. Telework shall not be used to perform personal business during work hours for any other purpose for which leave (annual, sick, etc.) is used.

The employment relationship between the University and each of its employees may be terminated in accordance with applicable University of Louisiana System and UNO policies. Telework agreements are not contracts or promises of employment. Nothing in a telework agreement guarantees employment for any specific term, nor alters the current nature of employment.

This policy does not apply to unclassified employees on the Medicaid and Office of Technical Services contracts. Their telework agreements follow the approved Telework policies from the Louisiana Department of Health (LDH) or Division of Administration (DOA).

ELIGIBILITY

This policy applies to full-time University staff in regular positions, both classified and unclassified that have been employed for at least six months. It does not apply to part-time or temporary staff positions or faculty positions. Graduate Assistants and Student Workers are generally not eligible for remote work, but an exception may be requested based on extenuating circumstances.

PROCEDURE

- A.** Telework includes alternative work arrangements available to employees whose job duties are appropriate for such an assignment and who have been employed in their full-time position for at least six months. The decision to authorize telework is within management's discretion based on the nature of the work being performed and other business considerations. The arrangement is voluntary, and participation does not alter an employee's work relationship with the University, nor does it relieve an employee from the obligation to observe all applicable University rules, policies, and procedures. All existing terms and conditions of employment, including but not limited to the position description, salary, benefits, vacation, sick leave and overtime remain the same as if the employee worked only at his or her regularly assigned place of employment.
- B.** Prior to beginning telework, a Request Telework Agreement action must be submitted in Workday and approved by the employee's supervisor and management chain. Human Resources Management will review the request to identify any compliance issues or concerns related to equity and fairness and will

provide a recommendation to the appropriate Vice President for final approval. The agreement must meet selection criteria and must confirm that the same type and quality of work performed at the regularly assigned place of work will be performed while the employee is teleworking. If there is deviation in work expectations, the agreement must contain a detailed description of the changes in work to be performed by the participating employee, as well as a typical work project or assignment.

- C. The employee and supervisor must agree on the number of days/and hours of telework allowed each week, the work schedule the employee will maintain, and the manner and frequency of communication. Apart from extenuating circumstances that require approval of the President, telework will be limited to two workdays of the employee's regularly scheduled workweek (e.g., maximum of 16 hours out of the regular 5 day 40-hour workweek). Any change in the agreed-upon work schedule requires a new Telework Agreement to be completed and approved in advance of the schedule change. Requests for telecommuting two days or less a week will be approved in increments no longer than 180 days.
- D. If the employee is requesting to work remotely for more than two workdays of their regularly scheduled workweek due to extenuating circumstances, the employee may request approval through the same agreement. In this case, approval must also be obtained by the President. Requests for telecommuting for more than two days a week will be approved in increments no longer than 60 days.
- E. Human Resources Management will monitor and regularly provide to the President a list of employees approved for telework, an explanation of any related issues or concerns, and an assessment of equity and fairness in implementation of this telework policy.
- F. At the discretion of the President, the entire university workforce may be required to work remotely due to a weather event (excluding Emergency Closures) that impedes the safety of employees traveling to or being on campus or due to health and State of Emergency declarations. A Telework Agreement is not required for these actions.
- G. Depending on the reason therefor (i.e. weather, road conditions, etc.), an office closure may be declared to a specific building, city/town, parish, or entire State. The official domicile for an employee that teleworks is the city/town or parish where the employee's 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. Thus, if an office closure is declared on a scheduled telework day, the teleworker is:

| Not eligible for special office closure leave (LSOC) and must continue working from the alternative worksite when: | Eligible for LSOC leave when: |
|--|--|
| <p>The office closure is specific to the primary building.</p> <p>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.</p> | <p>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.</p> |

- H. This policy does not impede on any agreement to work remotely due to accommodations made in accordance with the Americans with Disabilities Act (ADA).

SUPERVISOR ROLES AND RESPONSIBILITIES

- A. Supervisors may support employee requests for telework but are simultaneously responsible for ensuring offices are open, operational, and accessible during normal business hours. In some cases, it may be appropriate to stagger schedules for participating employees within an office to ensure compliance.
- B. Supervisors have the discretion to support or deny an employee's request for telework based on job duties, business related criteria, or past employee performance.
- C. Supervisors may revoke telework approval at any time and for any valid reason, with prior consultation with Human Resource Management.
- D. Supervisors should communicate specific expectations to individual team members. To ensure that the telework assignment is mutually beneficial to both the University and staff members, planning and communicating expectations in advance of the telework approval is crucial.
- E. Supervisors are responsible for ensuring that their departments perform critical work and maintain operations to serve the UNO community. Doing so requires regular communication with all staff regarding changing business needs, including any need for teleworking employees to report to campus.

SELECTION CRITERIA

Successful telework programs include a careful analysis of job duties and responsibilities and their relationship to other campus operations, as well as individual employee and supervisor considerations. Approval of requests for telework will be made on a case-by-case basis based on the criteria below:

A. Position Considerations

- a. Positions that may be considered for telework arrangements are those that:
 - 1. Have job functions that can be performed at an offsite location without diminishing the quality of the work or disrupting the productivity of the employee or unit.
 - 2. Do not require an employee's presence at the regularly assigned place of employment on a daily or routine basis.
 - 3. Allow for an employee to be as effectively supervised as they would be if the job functions were performed at the regularly assigned place of employment.
 - 4. Have an emphasis on the electronic production and/or exchange of information by means of computer or phone (landline or cellular).
 - 5. Involve measurable or quantifiable work products.
 - 6. Have a minimal or flexible need for specialized materials or equipment available only at the regularly assigned place of employment.

7. Are positioned in units, departments, and offices on campus that can remain open, operational, and accessible during normal business hours despite an employee teleworking.

b. Positions that are not suited to remote work are those that:

1. Require regular or daily in-person contact with a supervisor, other employees, members of the University community, or the public.
2. Require routine access to information, materials, or equipment that are available only at the regularly assigned place of employment.
3. Require on-campus roles and responsibilities that cannot be conducted remotely.

B. Supervisor Considerations

Supervisors should consider telework opportunities for employees who:

- a. Have been employed in a full-time, regular position for at least six months.
- b. Have the abilities to organize successfully, manage time, work independently and productively with minimal supervision, and have a satisfactory work performance history while employed at UNO.
- c. Have a thorough knowledge and understanding of their job functions and the equipment required for the telework arrangement.
- d. Have access to a telework site that is safe and free from interruptions.
- e. Are able to provide the security necessary to adequately protect any University information and equipment used at the telework site.

C. Student Employees

Graduate Assistants and Student Workers are generally not eligible for remote work, but an exception may be requested based on extenuating circumstances.

WORK SITES

A. Telework Site Requirements

- a. The telework site should be located in the State of Louisiana.
 - If a remote work arrangement is proposed in a state/country other than the State of Louisiana, a legal review may 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.
 - 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.
 - If applicable, employment immigration sponsorships (immigrant or non-immigrant petitions) must be reviewed and approved by the Office of International Students and Scholars before an offer is made.

- b. Employees participating in telework shall have and maintain a healthy and safe workspace environment that is conducive to job performance.
- c. A supervisor may require photos of the offsite workspace be attached to the agreement to ensure compliance.
- d. Nonwork-related events and activities will not disrupt or interfere with work at the telework site.
- e. Supervisors and employees must ensure that all sensitive and confidential information is protected and secured when accessing information from the telework location.
- f. Employees must ensure that all protective software and other firewall technology is installed, used, and routinely updated on all equipment at the telework site.
- g. Employees must allow remote and/or physical inspection of information resources for compliance with mandated security protocols by the Information Security Office or supervisor.

B. Regularly Assigned Place of Employment

- a. Employees participating in telework shall report to the regularly assigned place of employment as agreed upon with the supervisor and as indicated in the agreement.
- b. When operational needs require, an employee must report to the regularly assigned place of employment upon the supervisor's request, despite having an approved telework agreement in place.
- c. Employees will be provided reasonable advance notice, if possible and practical, to necessary worksite changes.

EQUIPMENT AND SUPPLIES

- A.** An employee will provide to the supervisor a request for office equipment, hardware, software, communication needs and office supplies needed to telework. The supervisor will review the request for approval of purchase, reimbursement, or equipment loan. The University will not reimburse the employee for any costs not pre-approved by the supervisor. Purchases or reimbursement shall be provided in accordance with applicable University policies. All University equipment approved for purchase or loan will be inventoried and remain the property of the University. The employee must complete and submit an Equipment Loan Agreement to Property Control before removing assigned property from the regularly assigned place of employment.
- B.** In general, employees who have office furniture at their regularly assigned place of employment, including computers or printers, will not be reimbursed or authorized to purchase similar furniture for the sole purpose of teleworking.
- C.** Employees shall provide the appropriate internet and phone service needed to effectively telework, including broadband access or digital connectivity and landline or cellular phone service. The University will not reimburse employees or cover costs for these services.
- D.** The University will not reimburse employees for out-of-pocket expenses for materials and supplies that are reasonably available at the regularly assigned place of employment.
- E.** Only University-approved software shall be used for connecting with the University's network from the telework site. Employees who are participating in telework shall run University prescribed anti-virus

software at all times and follow all University information security rules, copyright laws and manufacturers' licensing agreements.

- F. University equipment located at the remote work site is subject to all policies and restrictions related to the use of state-owned property. Participating employees are responsible for any equipment and software that is used at the telework site and accept financial responsibility for any equipment that is lost, stolen, or damaged because of the employee's negligence, misuse or abuse.

WORK SCHEDULES AND COMMUNICATION

A. Work Schedules

A telework agreement should not alter the employee's work schedule. The specific work schedule of a participating employee shall be agreed upon by the supervisor and employee and described in the telework agreement.

B. Employee Availability

- a. Participating employees shall be available for communication and contact while teleworking as they normally would be if working at their regularly assigned place of employment; and
- b. Participating employees and their supervisors shall agree on how their communications shall be handled. During the agreed-upon work schedule, it is expected that the participating employee shall be available for contact by phone, email and videoconferencing (i.e. Zoom, MS Teams, etc.).

WORK DOCUMENTATION, TIMEKEEPING, AND LEAVE

- A. Participating employees and supervisors should identify work items for review and discussion on an ongoing basis to ensure that tasks are fully described, understood, and completed on time.
- B. Participating non-exempt and classified employees will be required to maintain accurate timekeeping documentation to support their work hours and must submit regular weekly time reports detailing hours worked.
 - a. Overtime - Under the Fair Labor Standards Act (FLSA), non-exempt and classified employees will be compensated in pay or compensatory time for overtime that has been approved by the supervisor in accordance with the provisions of the FLSA. Any request for overtime must be approved in advance by the Dean or Department Head.
 - b. State Compensatory Time - With prior Dean or Department Head approval, eligible exempt employees may earn compensatory time for work performed at home or other regular places of employment.
 - c. Leave - Pursuant to established University policies, employees must obtain supervisory approval before taking accrued and available leave.

LIABILITY

- A.** The University assumes no liability for injury to any other person at the telework site who would not be in the work area if the employee duties were being performed at the regularly assigned place of employment. If an employee becomes injured in the course and scope of their employment while working remotely, they must notify their supervisor immediately and complete all requested workers' compensation and injury report documentation. The University will process claims for workers' compensation in accordance with applicable policies for determination of coverage.
- B.** The University will not be liable for damages to employee-owned equipment being used in telework or that may result from telework. The University will not be responsible for any type of operating costs, telework site maintenance, or any other incidental costs (e.g., utilities, telephone, insurance, and connectivity) associated with the use of the employee's residence or other location for remote work.

TRAINING REQUIREMENT

- CPTP SCS Teleworking for Employees WBT
- CPTP SCS Managing Teleworkers WBT

TERMINATION OF AGREEMENT

Employees, supervisors, and/or the University reserves the right to terminate any telework agreement at any time, with prior consultation with Human Resource Management.

RETURN OF UNIVERSITY PROPERTY

When a telework agreement terminates, the employee must promptly return all notes, data, reference materials, sketches, drawings, memoranda, reports, records, equipment, software, supplies, and any other University-issued property in the employee's possession or control.

DAMAGED OR LOST PROPERTY

The University shall not be held responsible for costs, damages, or losses associated with the termination of a telework agreement.



John W. Nicklow
President
University of New Orleans

**Policy updates:*

*Revisions: 04/27/2023
08/11/2022
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