

Information

Remote Work

Effective

July 1 2021

Number

PER 4 24

Applicability

This policy applies to university staff requesting and approved for a remote work arrangement and their supervisors

Administrative Authority

Vice President for Human Resources

Responsible Unit

Human Resources

Miller Information Technology Center Rm 02C

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History

Revision Date(s): December 8, 2021 (minor edits); June 27, 2022 (minor edits); August 24, 2022 (minor edit); April 8, 2026 (minor revision)

Reviewed Date(s):

Categories

Statement:

The University of Louisville (UofL) allows its employees to request a remote work arrangement for all or part of their scheduled work week. The remote work arrangement is a prerogative of the university, not an entitlement of employees nor a universal employee benefit. The remote work arrangement must be approved and meet the following criteria outlined in this policy. This policy does not apply to employee's occasional request for a flexible schedule. This is covered in the university's policy PER-4.02 Hours of Work and Flexible Scheduling Guidelines.

A. Employee and Position Eligibility

Remote work arrangements are available to employees whose job duties are appropriate for such assignment. The employee's supervisor, in agreement with the employee's second line supervisor, has the authority and discretion to approve or deny such arrangements based on the nature of the employee's work assignments, employee's performance and other business considerations. All denials will be provided to the VP, dean, or vice provost for their review and consideration. The VP, dean, vice provost's decision is final.

Supervisors must consider the nature of the work to be performed and an employee's ability to perform the assigned work from a remote location. Employees and positions eligible for consideration of a remote work arrangement must meet all criteria below. Supervisors may deny the opportunity to work remotely if the employee has disciplinary action in effect and/or is currently not meeting performance expectations (e.g., performance improvement plan, letter of instruction, oral clarification of expectations.)

1. The position:

- has job functions that can be performed at a remote work site without compromising the confidentiality, efficiency, or quality of the work or disrupting the productivity of a unit;
- does not require an employee's physical presence at the regularly assigned place of employment on a daily or routine basis;
- allows for an employee to be as effectively supervised as if the employee performed the job functions at the regularly assigned place of employment;
- has minimal need for in person/on-site interaction or collaboration;
- has an emphasis on the electronic production and/or exchange of information by means of computers, scanners or phones;

- involves quantifiable work product; and
- has minimal or flexible need for specialized materials or equipment available only at the regularly assigned place of employment.

2. The Employee:

- has thorough knowledge and understanding of their job duties and the equipment required for the remote work arrangement;
 - has access to a remote work site that is safe from hazards and free from interruptions that interfere with the employee's ability to perform assigned job duties; and
 - has appropriate safeguards to protect all sensitive and confidential information in accordance with the university's information security and technology policies.
- has job functions that can be performed at a remote work site without compromising the confidentiality, efficiency, or quality of the work or disrupting the productivity of a unit;
 - does not require an employee's physical presence at the regularly assigned place of employment on a daily or routine basis;
 - allows for an employee to be as effectively supervised as if the employee performed the job functions at the regularly assigned place of employment;
 - has minimal need for in person/on-site interaction or collaboration;
 - has an emphasis on the electronic production and/or exchange of information by means of computers, scanners or phones;
 - involves quantifiable work product; and
 - has minimal or flexible need for specialized materials or equipment available only at the regularly assigned place of employment.
- has thorough knowledge and understanding of their job duties and the equipment required for the remote work arrangement;
 - has access to a remote work site that is safe from hazards and free from interruptions that interfere with the employee's ability to perform assigned job duties; and
 - has appropriate safeguards to protect all sensitive and confidential information in accordance with the university's information security and technology policies.

B. Employment Relationship

The arrangement is voluntary and participation does not alter an employee's work relationship with the university and does not 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, personal leave and overtime remain the same, as if the employee works at the regularly assigned place of employment.

C. Agreement and Approval Required

A Remote Work Arrangement and Equipment Maintenance Agreement (Agreement) must be completed and signed by the employee, the employee's supervisor, and the employee's second line supervisor, prior to the employee working from a remote location.

D. Remote Work Terms and Conditions

The employee's signature on the Agreement serves as confirmation that the following terms and conditions have been met and will be maintained throughout the duration of the agreement. The employee attests:

1. The remote work site is safe from hazards and the environment is conducive for the employee to perform assigned job duties;
2. The remote work site is appropriately equipped for the employee to perform assigned job duties. Depending on the needs of the job duties, this could include providing appropriate work space, telephone, networking and/or Internet capabilities at the remote work site. Employees will not be reimbursed by the employer for these or other related expenses that are directly related to working from home. Internet access must be via DSL, Cable Modem, or an equivalent low-latency, broadband network. General office supplies, such as paper, pens, paperclips, etc., purchased by the university department will be available to employees working remotely;
3. The remote work site is secure and has appropriate safeguards to protect all sensitive and confidential information in accordance with the university's information security and technology policies;
4. The employee is responsible for any auto accidents that occur while driving their personal vehicle for university business in accordance with the university's [Vehicle Use policy](#);
5. They will remain accessible during the remote work schedule;

6. They will check in with the supervisor to discuss status and open issues;
7. They will be available for teleconferences, scheduled on an as-needed basis;
8. They will be available to come into the office if a business need arises, with reasonable notice. Employees will not be reimbursed by the employer for travel, mileage, or any other commuting expenses that are directly related to reporting to their regularly assigned place of employment from their home or approved remote work location;
9. They will request supervisor approval in advance of working any overtime hours (if employee is non-exempt); and
10. They will request supervisor approval to use vacation, sick, or other leave in the same manner as when working at the employee's regularly assigned place of employment.

E. Equipment and Supplies Terms and Conditions

1. The employee is responsible for identifying all university equipment and supplies (office, hardware, software, and communications) needed and to be used to perform job duties at the remote work site. Equipment utilized at the remote work site must be documented in Section II of the Agreement or attached to the Agreement.
2. If the purchase of university equipment and supplies are necessary for use at a remote work site, the purchase(s) must be pre-approved by the supervisor and in accordance with university policy. If approved, the equipment or supplies necessary for use at the remote work site shall be purchased via an approved university funding source.
3. The university will not reimburse the employee for any expenses directly related to working from home (e.g. utilities, internet, telephone, insurance, personalized computer equipment) associated with the use of the employee's residence for remote work arrangements.
4. Only university approved software shall be used for connecting with the university's network from the remote work site. Employees are responsible for ensuring the university prescribed anti-virus software is up to date and operates at all times and is in accordance with university policies, procedures and applicable copyright laws and manufacturers' licensing agreements (see information security and technology policies in Related Information section below).

5. The employee is responsible for safeguarding all equipment and software used at the remote work site and accept financial responsibility for such equipment or software that is lost, stolen, or damaged because of the employee's negligence, misuse or abuse. The employee must report all lost, stolen, or damaged equipment or software to the local police department, employee's supervisor and to the Information Security Office at isopol@louisville.edu immediately. The supervisor must report the incident to Risk Management 502-852-4654 within 24 hours of the incident.
6. Equipment and software must have all protective security and technology safeguards in place and be compliant with university policies and procedures.
7. The employee is responsible for returning all university equipment, supplies, materials, records and other work-related documents to the department, promptly upon receipt of a written notice request or at the termination of their Agreement or immediately at the termination of the employee's university employment. The employee agrees to have the value of the equipment, supplies, materials, records, and other work-related documents deducted from the employee's paycheck if the employee fails to comply with this requirement. The University may pursue recovery from the employee for University property that is deliberately, or through negligence, damaged, destroyed, or lost while in the employee's care, custody, or control.

F. University Record and Data Maintenance

The employee will maintain university records and data, in a safe, secure, and orderly manner as defined by the department and in accordance with university records retention and management policies and procedures and information security policies and procedures. The employee agrees with the following terms and conditions.

1. The employee agrees to maintain all university records and data from loss or damage;
2. The employee agrees to store and maintain all university data in university approved storage services;
3. The employee agrees to use their university email account when performing work related to the university;
4. The employee agrees and understands that all records and data, including products, documents, and reports, created at the remote work site because of

- work-related activities are the intellectual property of the university;
5. The employee agrees to protect university records and data from unauthorized or accidental access, use, modification, destruction, or disclosure;
 6. The employee agrees to report all incidents of unauthorized access of university records or data to the employee's supervisor and to the Information Security Office at isopol@louisville.edu immediately; and
 7. If employees are responsible for or have access to sensitive information (such as HIPAA, FERPA, PII, PHI, etc.), they are required to use university issued computers and follow all university policies as related to sensitive information. Support and information on working remotely is available from ITS at <https://louisville.edu/its/tech-support/working-remotely>.

G. Employee Work Schedule, Location and Availability

1. Employee Work Schedule and Location

A remote work arrangement does not necessarily alter the employee's scheduled work hours. The employee's work schedule and location shall be approved by the supervisor and outlined in the Agreement.

2. Employee Availability

- a. The employee must be available for communication and contact during their normally scheduled work hours, as they would be if working at their regularly assigned place of employment;
- b. The employee and their supervisor must agree on how their communications will be managed. During the agreed upon work schedule, it is expected that the employee is available for contact by phone, email, and other university approved collaboration tool (e.g. Teams); and
- c. The employee is expected to report to their regularly assigned place of employment as agreed upon with their supervisor and as indicated in the Agreement. Additionally, when operational needs require, an employee must report to the regularly assigned place of employment upon the supervisor's request. The supervisor must give the employee as much advance notice as feasible under the circumstances presented. Employees will not be reimbursed by the employer for travel, mileage, or any other commuting expenses that are directly related to reporting to their regularly assigned place of employment from their home or approved remote work location.

H. Timekeeping and Leave

The employee must follow all university policies and procedures related to timekeeping and leave. Departmental timekeepers must maintain all timekeeping and leave records for the employee.

I. Liability

1. The university assumes no liability for injury or illness at the remote work site of persons who would not normally be in the work area if the duties were being performed at the regularly assigned place of employment. An employee who suffers from injury or illness while working at a remote work site must notify their supervisor immediately and complete all requested [Workers' Compensation documents](#). Workers' Compensation benefits apply to injuries and illness arising out of and in the course and scope of employment.
2. The university will not be liable for damages to employee-owned equipment being used at remote work site or resulting from a remote work arrangement. The university will not be responsible for operating costs, home maintenance, or any other incidental costs (e.g. utilities, internet, telephone, insurance) associated with the use of the employee's remote work site for remote work arrangements.
3. When an employee's remote work site is located in a state outside of Kentucky, the employee is responsible for notifying the University's Payroll Department at 502-852-2978 of such arrangements that relate to working in another state. The employee is responsible for any income tax implications related to the employee's remote work arrangement. The university will not provide tax guidance or assume any tax liabilities relating to such arrangement on the employee's behalf.

J. Duration of Agreement

The Agreement will remain in effect unless terminated in accordance with the criteria set forth in this policy.

K. Termination of Agreement

The employee may request for their Agreement to be terminated and must provide written notice to their supervisor fifteen (15) university business days prior to the requested date of termination. The supervisor in agreement with the VP, dean, or vice provost may deny an employee's request to terminate an Agreement, if it is the best interest of the university. This may result in the employee not being able to meet the minimum requirements of the position if a remote work arrangement is

required for employment. The supervisor must make a decision regarding the termination request and respond to the employee within fifteen (15) university business days.

The employee's supervisor reserves the right to terminate the Agreement within fifteen (15) university business days if the employee's supervisor, in agreement with the employee's second line supervisor, determines that the remote work arrangement is no longer in the best interest of the university. The university reserves the right to terminate the Agreement without written notice for any employee violations of university policy or the terms and conditions of the Agreement, or to comply with relevant change in university policy or law. The university shall not be held responsible for costs, damages, or losses associated with the termination of the Agreement.

When the Agreement is terminated, the employee must promptly return all university property, supplies, and documentation (equipment, software, paper, notepads, pens/pencils, notes, data, reference materials, sketches, drawings, memoranda, reports, records, etc.) in the employee's possession or control.

When the Agreement is terminated, the supervisor must advise the employee of the date and location of their return.

L. Compliance

Employees who violate this policy will be subject to disciplinary action, up to and including immediate termination of the employee's remote work arrangement and associated Agreement and/or termination of employment.

Individuals may report violations of this policy to Employee Relations at emrelate@louisville.edu, to the University Integrity and Compliance Office at compliance@louisville.edu or anonymously to the University's Compliance and Ethics Hotline by [submitting an online report](#) or calling the toll-free number 877-852-1167.

Related Information:

[Hours of Work and Flexible Scheduling Guidelines PER 4.02](#)

[Time and Attendance Records PER 4.01](#)

[Grievances PER 5.03](#)

[Information Security and Technology Policies](#)

Reasoning:

To allow employees the option to work at remote sites when it is in the best interest of the university and to outline criteria that must be met by employees who have a Remote Work Arrangement and Equipment Maintenance Agreement.

Definitions:

1. A **regularly assigned place of employment** is the location on the University campus where an employee usually and customarily reports for work or where work is performed.
2. **Remote Work is a** work arrangement that involves an employee routinely working one or more days per week at a location that is not the regularly assigned place of employment.