

## Telecommuting Policy

### I. Purpose

The purpose of this policy is to allow employees to work at alternate work locations for all or part of their workweek. Telecommuting can improve productivity and job performance as well as promote efficiencies and sustain the recruitment and retention of a highly qualified workforce by enhancing work/life balance.

### II. Work Location Arrangements

While the majority of positions at the university are performed on campus, there are situations where employees may work remotely. The arrangements may be generally defined as:

**On campus:** The employee's official work location is designated to be an on campus and an on-site presence is required on a regular basis. This is the university's regular work model.

**Remote:** The employee's official work location is at an alternate work location. The most common alternate work location is the home of an employee. The employee may work remotely on a regular basis but be required to come on campus for meetings and other activities, as needed. These situations are an exception to the normal university work model.

**Hybrid:** The employee has a defined schedule in which work is carried out some days of the week or month on campus and some days at an alternate work location. The most common alternate work location is the home of an employee. These situations are an exception to the normal university work model.

### III. Policy

Telecommuting is a voluntary work alternate that is appropriate for some employees and some jobs but not all employees and all positions. No university employee is entitled to or guaranteed the opportunity to telecommute. Certain categories of positions are ineligible for telecommuting. For positions eligible for telecommuting (see Section A below), whether a particular employee may telecommute is a decision made on a case-by-case basis taking into consideration an evaluation of the likelihood of the employee succeeding in a telecommuting arrangement and an evaluation of the supervisor's ability to manage remote workers. Telecommuting arrangements most commonly are a hybrid work location, for example working at an alternate work location one day a week.

Employees who are approved for telecommuting will be required to sign a Telecommuting Agreement with the university consistent with this policy.

All telecommuting employees perform essentially the same work that they would in the central workplace in accordance with their same performance expectations and other agreed-upon terms.

Telecommuting agreements may be established for a long-term or short-term period.

An employee's classification, compensation, and benefits will not change if the employee is approved for telecommuting.

The university may establish on campus, remote, or hybrid work as a condition of employment, based on the university's business needs. Working from another state other than Texas may have legal and tax implications.

The location of the remote work should be discussed with Human Resources prior to candidate offer. In such cases, this requirement should be included when the position is advertised and in correspondence offering employment.

This telecommuting policy may be changed at the discretion of the University.

#### **A. Eligible Positions and Employees**

Supervisors in consultation with the division vice president, will analyze the nature of a position and how the work is performed and determine which positions are appropriate to designate or approve for telecommuting. Several factors should be considered in determining the feasibility of telecommuting, including the university's ability to supervise the employee adequately and whether any duties require use of certain equipment or tools that cannot be replicated at home. In the event an employee requests to work remotely out of state, it must be discussed with Human Resources before approval. Other considerations include whether:

1. There is a need for face-to face interaction and coordination of work with other employees;
2. In-person interaction with outside colleagues or students is necessary;
3. The position requires the employee to have immediate access to documents or other information located only in the workplace;
4. The alternate work location is in the state of Texas;
5. The remote work arrangement will impact service quality or university operations, or increase workload for other employees;
6. The position can be structured to be performed independently of others with minimal need for support and little face-to-face interaction; and
7. Performance can be measured by quantitative or qualitative results-oriented standards, not time spent doing the job.
8. The department's needs, including frequency of meetings, departmental goals and projects, other departments' schedules, and space constraints will be impacted.

Typically, a position being designated as eligible for telecommuting indicates that partial, or hybrid work, rather than full-time remote working is feasible. The division vice presidents, in consultation with Human Resources, will also identify broad categories of positions that are not eligible for remote working, including but not limited to direct service and place-specific positions such as security officers, facilities staff, student health staff, residence life staff, coaches, athletic trainers, receptionist positions, librarian support staff, IT direct support staff. This list of positions is not exclusive, and the division vice presidents reserves the right to identify other positions that are not eligible for telecommuting.

If an employee in an eligible position requests approval for telecommuting, the supervisor, in consultation with the division vice president, will determine whether the department and employee

is eligible. Generally, the following conditions must be met to approve an employee for telecommuting:

1. The employee has been in the position for a sufficient amount of time to demonstrate competence as determined by the supervisor.
2. The employee has no active formal disciplinary actions on file for the current or immediately preceding review period;
3. The employee has a demonstrated ability to work productively on his/her own and is self-motivated and flexible; and
4. The employee received at least a satisfactory evaluation in the previous evaluation cycle.

Supervisors must ensure that telecommuting decisions are made for appropriate, non-discriminatory reasons.

#### **B. General Expectations and Conditions**

1. **Compliance with policies:** Employees must agree to comply with university rules, policies, practices and instructions and understand that violation of such may result in the termination of the telecommuting arrangement and/or disciplinary action, up to and including dismissal. Employees who telecommute will be subject to the same policies as other employees, including policies relating to information security and data protection; see item 9 below.
2. **Hours of work:** The total number of hours that telecommuting employees are expected to work will not change, regardless of work location. The university also expects the same level of productivity from telecommuting employees that is expected from employees at the central workplace.

Employees must be available during scheduled work hours by phone, e-mail and video conference. Employees are expected to attend virtual meetings with camera and sound activated.

Supervisors may require employees to report to a central workplace as needed for work-related meetings or other events.

Telecommuting is not intended to serve as a substitute for child or adult care. If children or adults in need of primary care are in the alternate work location during employees' work hours, another person must be present to provide the care.

3. **Fair Labor Standards Act:** Telecommuting employees who are not exempt from overtime requirements of the Fair Labor Standards Act (FLSA) will be required to record all hours worked in a manner designated by the university. Hours worked in excess of those specified in the telecommuting agreement will require the advance approval of the supervisor.
4. **Use of Leave:** Employees cannot use telecommuting in place of sick leave, Family and Medical Leave, Worker's Compensation leave, or other types of leave. However, the university may determine whether or not it is appropriate to offer telecommuting as an

opportunity for partial or full return to work based on the university's return-to-work policies following an injury or illness and the criteria normally applied to decisions regarding the approval of telecommuting.

5. **Safety:** The university assumes no responsibility for injuries occurring in the employee's alternate work location outside the agreed upon work hours or for injuries that occur during working hours but do not arise out of and in the course of employment. The university also assumes no liability for damages to employee's real or personal property resulting from participation in the remote work program. Worker's compensation coverage is limited to designated work areas in employees' homes or alternate work locations. Employees agree to practice the same safety habits they would use in the university and to maintain safe conditions in their alternate work locations. Employees are responsible for notifying their immediate supervisor of any injuries within the business day of when the injury occurred.
6. **Equipment and materials:** Normally, the university will provide equipment and materials needed by employees to effectively perform their duties; however, the university will not duplicate resources between the central work place and the alternate work location.

Remote work employees may use university-owned equipment only for legitimate university purposes. Remote work employees are responsible for protecting university-owned equipment from theft, damage and unauthorized use. The university will maintain, service and repair university-owned equipment used in the normal course of employment. The university will stipulate who is responsible for transporting and installing equipment, and for returning it to the central workplace for repairs or service. The remote work agreement may also permit employees to use their own equipment, provided the use of such equipment has been approved by the Chief Information Officer or designee.

When employees are authorized to use their own equipment, the university is not responsible for the cost, repair or service of the employee's personal equipment, unless otherwise expressly agreed to in advance in the remote work agreement.

7. **Office space on campus:** Telecommuters or remote workers may be required to forfeit use of personal offices or workstations at their on-campus work location to maximize utilization of office space.
8. **Costs of telecommuting:** The university is not obligated to assume responsibility for operating costs, home maintenance, or other costs incurred by employees in the use of their homes as a remote work alternate work location.
9. **University information:** Employees must safeguard university information used or accessed while telecommuting, in accordance with the university's computer acceptable use policy and other applicable information technology policies.

Remote work employees must agree to follow university-approved security procedures in order to ensure confidentiality and security of data.

10. **Training for managers and supervisors:** The university encourages the successful and appropriate use of remote work within the university by providing training to supervisors and managers in effectively managing remote work employees. The university has provided guidance on Managing Employee Performance Expectations.

### C. **Telecommuting Agreement**

Remote work must be documented as approved through a remote work agreement. The remote work agreement establishes the specific conditions that apply to employees working in alternate locations. The remote work agreement must be approved by the employee's supervisor, department head and the division vice president.

A term agreement typically will be for one year, with a renewable term, but an agreement may be made for a shorter term. Renewal is not guaranteed; the remote work arrangement, employee performance and other circumstances will be considered by the supervisor in determining whether to renew the agreement.

1. **Exceptions to the remote work agreement requirement:** On occasion, a department may determine that employees may need to work at alternate worksites for a short period of time to accommodate unusual circumstances, such as a brief office closing for renovations or relocation. In such cases, the formal telecommuting agreement is not required, but should be documented for department files by memorandum or email, specifying work expectations and duration.
2. **Modifications or termination of the telecommuting agreement:** The supervisor, in consultation with the division vice president, may modify or terminate the remote work agreement early (before the end of the specific term) for performance concerns, changing operational needs, or any other non-discriminatory reason. The employee may also terminate the telecommuting agreement at any time, unless it was a condition of employment. Any termination typically will be made with at least two weeks' advance notice.

## IV. **Frequently Asked Questions**

- A. **Will utilities, data plans, phone service, etc. be reimbursed if I work remotely?** No, the university will not reimburse remote employees for utilities, data plans, phone service, etc.
- B. **Can I work remotely from another state?** Working from another state other than Texas may have legal and tax implications. Please contact Human Resources to discuss a request to work from another state.
- C. **What if my internet connectivity is not reliable?** Will I still be able to work remotely? To be approved to work remotely, an employee must have reliable internet service to support their work activities. Although a great deal of latitude was necessary while the university was impacted by the pandemic, employees who experienced internet service problems should plan to work on campus.
- D. **Can I work remotely while providing care for my child or loved one?** Remote work is not a substitute for child or other dependent care. Remote employees must make or maintain childcare, adult care, or similar personal arrangements to allow them to focus on work

assignments in the designated workspace during their established work hours.

- E. **Why isn't remote work an option for every employee?** Many positions are not suitable for remote work as it is either infeasible or does not deliver the same experience or service level as it would if it were performed on campus. In addition, some departments heads may determine that all or most of their employees need to work on campus to support team dynamics and a sense of belonging, or to preserve the fundamental in-person character of the university.

## Telecommuting Work Agreement

Employee Name: \_\_\_\_\_ Email: \_\_\_\_\_

Mobile/Home Phone: \_\_\_\_\_ Job Title: \_\_\_\_\_

Department: \_\_\_\_\_ Supervisor: \_\_\_\_\_

Remote work begin date: \_\_\_\_\_ End date: \_\_\_\_\_ Ongoing?:

**REMOTE WORK DUTIES** -- Please attach a current and approved position description and identify duties that may be performed while working remotely. This can include a statement that all duties may be performed while working remotely.

**WORK LOCATION (If the work location is out of the state of Texas, you must contact Human Resources)**

Home Full Home address: \_\_\_\_\_  
 Other Address of location: \_\_\_\_\_

**REMOTE WORK SCHEDULE**

This Agreement begins on \_\_\_\_\_ and continues until \_\_\_\_\_ OR  Indefinite

	Work start time	Work end time
Monday		
Tuesday		
Wednesday		
Thursday		
Friday		
Saturday		
Sunday		

For overtime-eligible employees only: I understand that I must report all hours worked and that overtime requires supervisor pre-approval even when a flexible work arrangements exists. **Employee initials if applicable** \_\_\_\_\_

**FOLLOW UP PLAN TO ASSESS SUCCESS OF THIS AGREEMENT** (example: weekly check-ins, be specific) \_\_\_\_\_

**COMMUNICATION**

The employee will use the following forms of communication while working remotely (check all that apply):

University email / Phone  Teams/Zoom  Other: \_\_\_\_\_

**EQUIPMENT**

List university-owned equipment that will be used at the alternate work location.

\_\_\_\_\_  
\_\_\_\_\_

Employee Initials  Date

**Special Notes:**



## Telecommuting Work Agreement

### **ADDITIONAL TERMS**

The decision to approve this agreement is made at the university's discretion.

All of the employee's obligations, responsibilities, and terms and conditions of employment with the University remain unchanged, except those specifically changed by this agreement. The university is not responsible for providing any financial assistance to facilitate any remote work arrangement, except as specifically outlined in this agreement. Revisions to this Agreement must be in writing and approved by both the supervisor and appropriate division vice president. Any revision that is not in writing is not enforceable.

Telecommuting Work Agreements are subject to ongoing review. The University may terminate the Agreement at any time based on organizational needs, performance concerns, or failure to follow any of the requirements of the Agreement. The University is not responsible for any costs incurred by the employee resulting from termination of this Agreement.

**By signing below, I acknowledge that I received a copy of, read, and understand the Telecommuting Policy and agree to abide by all requirements therein. I agree that, among other requirements, I am responsible for maintaining the hours specified in this agreement, observing wage and hour provisions as they apply, furnishing and maintaining my remote worksite in a safe manner, employing appropriate security and confidentiality measures for university files, data, and other information, and complying with all other policies of the university.**

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<b>Employee Name</b>	<b>Employee Signature</b>	<b>Date</b>
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<b>Department Head</b>	<b>Department Head Signature</b>	<b>Date</b>
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<b>Division Vice President</b>	<b>Division Vice President Signature</b>	<b>Date</b>
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<b>Human Resources</b>	<b>Human Resources Signature</b>	<b>Date</b>
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Employee Initials \_\_\_\_\_ Date \_\_\_\_\_