

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. 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

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

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 co(f)44 (e)7.9 (s)Td(re)7.8a5 (n)2. Td(p)2.

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

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Telecommuting Work Agreement

Employee Name: _____ Email: _____

Mobile/Home Phone: _____ Job Title: _____

Department: _____ Supervisor: _____

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,



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.

Employee Name