

TELECOMMUTING GUIDELINES

A. Purpose

The purpose of this document is to provide guidelines for the administration of telecommuting work arrangements when it is in the best interest of the University and enhance the productivity of an employee.

B. Persons Affected

This policy applies to all faculty, staff, and student employees of the University. It does not apply to those positions that require student status as a condition of employment.

C. Summary

UTRGV allow telecommuting on a discretionary basis authorized by the Division's EVP and HR, to allow flexible work arrangements and supporting the hiring and retention of highly competent workforce through work/life balance, without diminishing the quality of the work or disrupting the productivity of operations. 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 policies must be observed. These arrangements do not constitute an employment contract.

The University may permit or direct designated eligible Administrative and Professional and Classified employees to work alternative work schedule and/or at alternate work locations for all or part of the workweek.

D. General Provisions

Flexible work arrangements should be subject to Flexible Work Arrangement Agreement. The agreement must be in writing and shall comply with the requirements of this procedure, be completed and signed by the employee and the employee's supervisor and must have the approval of HR before it can be submitted to the Division's EVP for final approval.

A flexible work arrangement is considered a privilege and not a right. Alternate work arrangements do not change the conditions of employment or required compliance policies. The specific time schedule for the telecommuting employee will be worked out between the employee and the supervisor and recorded in a telecommuting agreement.

The employee must be available for contact during scheduled work time as if the employee were working in the designated location.

1. **Compensation and Benefits-** An employee's compensation and benefits will not change as a result of implementing an alternate working arrangement.
2. **Hours of Work-** The total number of hours that an employee is expected to work will not change, regardless of working arrangement. 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

alternative work location during the employees' work hours, some other individual must be present to provide the care.

3. **Attendance-** Supervisors may require employees to report to a UTRGV work location, as needed for work-related meetings or events.
4. **Workers Compensation Liability-** UTRGV may be liable for job-related injuries or illness that occur during employees' established work hours in their alternate work locations. It is critical that the employee understand that they are responsible for maintaining a designated workspace in a clean, professional and safe condition at the alternate work location. The University retains the right to pre-arranged on-site inspections of this work area during work hours. Worker's Compensation benefits will apply to injuries arising out of and in the course of employment. A telecommuting employee who sustains a work-related injury must notify the supervisor immediately and complete all requested documents regarding the injury.
5. **Timekeeping and Leave-** Employees are required to submit time reports as specified by the supervisor and follow leave requirements pursuant to established university policies.
6. **Overtime/Compensatory Time-** Non-exempt employees covered by the Fair Labor Standards Act will continue to be compensated for overtime in accordance with the provisions of the Act. Employees are required to obtain advance notice prior to accrual of overtime/compensatory time.
7. **Equipment and Security-** Employee must abide by all University policies and guidelines for standards and ethics regarding the use of state property. Employees agree to prevent unauthorized viewing or use of all UTRGV resources. If a problem arises relating to an Internet Service Provider, the employee will contact and obtain support from their service provider. Payment for repairs is the responsibility of the subscriber of the service. Employees are required to use properly configured virtual private network (VPN).
8. **Supplies-** Supplies required to complete assigned work at the remote workplace are to be supplied by the department.

E. Departmental Responsibilities

1. Requests for flexible work arrangements may be considered when:
 - a. The employee has demonstrated sustained high performance and when the manager believes that the employee can maintain the expected quantity and quality of work;
 - b. Candidates for a flexible work arrangement are self-motivated and responsible, able to work independently, need minimal supervision and are in good standing;
 - c. Quality of service can be maintained for students, faculty and other members of the campus community; and when
 - d. Flexible work arrangements are appropriate considering the nature of the employee's job.
2. The supervisor may approve or deny a flexible work arrangement. If the supervisor and the employee do not agree on the aspects of the schedule, then an employee will continue to work his or her standard hours at the regularly assigned place of employment.

3. Alternative work arrangements are subject to advance written approval and appropriate only when both the abilities of the employee and the nature of the work to be performed meet the minimum criteria set out in Creating a Flexible Work Arrangement.
4. The supervisor will identify what resources are needed and schedule regular meetings to assess needs, give feedback, discuss issues, and periodically review the work arrangement. Any necessary adjustments will be made to address changing business demands.
5. As with any employee, performance expectations and goals for each workweek must be established and met.

F. Employee Responsibilities

1. Employees are responsible to:
 - a. Adhere to all terms of the approved arrangement. Employee must communicate any changes with supervisor regarding workload, schedule changes, or deviations from the approved schedule.
 - b. UTRGV reserves the right to request a floorplan of worksite showing the location of furniture, equipment, and electrical outlets.
 - c. Comply with all University policies and procedures, including but not limited to information resources and property management.
 - d. Maintain accurate time and accounting documentation to support and substantiate their work hours and work products.

G. Creating a Flexible Working Arrangement

1. The agreement will cover all aspects of the flexible arrangement, including but not limited to:
 - a. The duration of the agreement of one year expiring no later than August 31;
 - b. The work schedule and how it may be changed;
 - c. How leave is to be requested by the employee and approved by the supervisor;
 - d. How routine communication between the employee, supervisor, coworkers, and customers will be handled;
 - e. The employee's performance goals and expectations;
 - f. The equipment and/or supplies that will be used and who is responsible for providing and maintaining them;
 - g. Applicable data security procedures and safety requirements, and;
 - h. Based on need the employee's supervisor may visit the alternate work locations during normal work hours as defined by the agreement.
2. *Termination of Agreement*
 - a. Flexible work arrangements may be terminated by either the employee or the University by providing written notice within ten (10) working days.

- b. Upon termination of a telecommuting agreement, the employee must immediately return all University owned property.
- c. The University will not be held responsible for costs, damages, or losses associated with the termination of the agreement.
- d. The University reserves the right to terminate the agreement without notice for any reason including violation of the procedures within this policy and violation of any established UTRGV procedures and policies.

H. Definitions

- 1. Regularly assigned place of employment- the location on the University campus where an employee usually and customarily reports for work.
- 2. Telecommuting – An authorized working arrangement working from a remote site such as a private home, instead of commuting to a designated and principal location.