SON OP: 20.055 Faculty Telecommuting Policy

PURPOSE: (see below)

REVIEW: This section of the handbook shall be reviewed by the Dean and the Faculty Council by September 1st on odd-numbered years.

POLICY/PROCEDURE

1.0 Policy Overview

1.01 In order to support faculty who telecommute, the TTUHSC School of Nursing (SON) has adopted the following policy and procedure.

1.02 Telecommuting may be used as a method of meeting TTUHSC SON workforce needs. It is a strategy that may be offered to faculty when such activity enhances the overall productivity of the Department.

1.03 Telecommuting does not change the faculty's terms and conditions of employment, salary, job responsibilities or benefits.

1.04 TTUHSC and the SON have the right to refuse to make telecommuting available to a faculty and to terminate a telecommuting agreement at any time.

1.05 Final approval for telecommuting request must be authorized by the TTUHSC President, as per Texas Government Code § 658.010 and TTUHSC Operating Policy 70.06. http://www.ttuhsc.edu/hsc/op/op70/op7006.pdf

2.0 Definition

2.01 Telecommuting entails a work-at-home arrangement or a remote-access arrangement for at least part or all of the workweek on a regular basis. In general, telecommuting is a privilege which may be granted under appropriate circumstances to high performing individuals whose job responsibilities are suited to such an arrangement, and each request to telecommute will be decided on an individual basis under the guidelines set forth below. In certain cases, telecommuting may be a requirement of the position, and faculty will be so notified at the time of hire.

3.0 Eligibility

3.01 Telecommuting is a management option, not an employee right or benefit. Permission to engage in telecommuting is at the discretion of the TTUHSC SON where the employee is employed, and must be formally authorized by the TTUHSC President on an annual basis.
3.02 The existence of a telecommuting agreement in no way alters an individual’s employment relationship with the University or the employee’s 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, and leave remain the same as they would be if the employee worked only at his or her regularly assigned place of employment.

3.04 Telecommuting option is available to non-tenure and tenure track faculty.

3.05 Faculty who wish to telecommute must first discuss the request with their Department Chair, who must support the request.

Feasibility Criteria

Telecommuting is appropriate only when both the abilities of the faculty and the nature of the work to be done meet the minimum criteria set out below. Department Chairs may establish additional criteria when determining whether a faculty and the nature of work for the position are appropriate for telecommuting in their region.

1) Faculty Criteria

Telecommuting is appropriate for faculty who:

- Have demonstrated their abilities to successfully organize, manage time, work independently and productively with minimal supervision, and have a satisfactory or above work performance history.
- Have a thorough knowledge and understanding of their job functions and the equipment required to telecommute;
- Have access to a remote work site that is safe and free from interruptions; and
- Are able to provide the security necessary to protect any University equipment used at the site.
- Can ensure that the quality of service can be maintained for students, faculty and other members of the TTUHSC community.
- Are committed to remain full engaged in the School of Nursing and TTUHSC.

2) Position Criteria

Faculty positions that may be considered for telecommuting are those that:

- Have job functions that can be performed at a remote site without diminishing the quality of the work or disrupting the productive of the department.
- Do not require an employee’s presence at a regularly assigned place of employment on a daily or routine basis;
- Allow for a faculty to be as effectively supervised as he or she would be if the job functions were performed at the assigned place of employment;
- Have an emphasis on the electronic production and/or exchange of information by means of computers, modems, fax machines or phones;
- Have minimal or flexible needs for specialized materials or equipment available only at the regularly assigned work site.
- Quality of service can be maintained for students, faculty and other members of the TTUHSC Community.
4.0 **Approval Process**

4.01 This policy pertains to faculty only.

4.02 For a faculty to be considered for telecommuting, a written justification shall be made to the respective department chair and to the Dean of the SON. Sufficient rational must be provided to justify a request for a telecommuting arrangement.

4.02.1 Each telecommuting arrangement must be approved by the appropriate Department Chair, the Dean of the SON and the TTUHSC President.

4.02.2 All approvals for telecommuting arrangements will be made on a case-by-case basis.

4.02.3 Approvals should be based on the position’s duties and responsibilities, as well as the faculty member’s record of performance and other factors, each independent of one another.

4.02.4 The approval of a person’s telecommuting arrangement does not mean that another faculty member who later may fill that same position will be automatically authorized to participate in a telecommuting arrangement.

5.0 **Agreement Required**

All telecommuting must be performed pursuant to a Telecommuting Agreement (Attachment A). The Agreement shall comply with the requirements of this policy, be completed and signed by the faculty, the Dean of the School of Nursing, the Department Chair, the Regional Dean, the Director of TTUHSC HR and the TTUHSC President. Copies of the approved Agreement will be filed in the faculty’s personnel file. Policy guidelines for renewal of agreements if referenced in section 10.0 of this policy.

6.0 **Conditions of Employment**

6.01 Each telecommuter should have an executed telecommuting agreement which references work hours, work description and other expectations in regards to this telecommuting arrangement.

6.02 TTUHSC SON equipment used in a telecommuting arrangement shall be inventoried by the respective department and signed for by the telecommuting employee as per HSC OP 63.10 addressing property management. All equipment remains the property of TTUHSC and shall be returned to TTUHSC upon termination at the expense of the SON.

6.03 Telecommuting is not a substitute for dependent child or elder care.

6.04 The telecommuter is expected to set up and maintain his or her telecommuting work location in a safe, unobstructed, fashion. The faculty should follow basic safety precautions such as: avoiding obstructions in the work area; eliminating trip and fall hazards; ensuring proper lighting, ventilation, and furniture; and setting up the work site in an ergonomically correct fashion.
6.05 The telecommuter is responsible for following all information technology policies and practices, including security measures for remote computing including VPN access and up-to-date virus protection software. Additional information can be found in the TTUHSC IT policy under section 1.4.

6.06 TTUHSC SON will not be responsible for operating costs, home maintenance, or any other incidental costs (e.g., utilities, telephone, insurance, internet connection) associated with the use of the faculties residence for telecommuting, unless specifically provided otherwise in advance in writing in the detailed telecommuting agreement approved by the Department Chair and the Dean of the SON.

6.07 The telecommuter, as an employee of TTUHSC, is provided Workers Compensation coverage and protection for work-related accidents or illness, as long as the accident or illness occurs within the employee’s scope of the telecommuting agreement. Injured employees must notify their Department Chair immediately and complete all requested documentation regarding any injury.

7.0 **Expectations of Telecommuting Faculty**

7.01 Faculty who telecommute will be assigned a “home campus” (Lubbock, Permian Basin, or Abilene). Telecommuting faculty are expected to:

7.01.1 Travel to assigned campus & Lubbock campus for select meetings and/or class/course activities.

7.01.2 Travel to assigned and/or Lubbock campus to meet with Department Chair, Dean or Regional Dean as requested.

7.02 The telecommuting agreement is not a contract for employment, and the faculty’s status of employment shall not be changed by the telecommuting agreement.

7.03 The telecommuter agrees to assume complete responsibility for safeguarding all TTUHSC SON owned equipment which is provided for the work site. TTUHSC SON provided equipment for the home is not an entitlement and will vary, based on the particular job.

7.04 The telecommuter agrees not to use, or allow usage by non-TTUHSC SON employees, of any TTUHSC SON owned equipment for non-TTUHSC SON use. Appropriate use policies of information technology equipment may be found in the TTUHSC IT policy, section 1.4.1

7.05 The telecommuter is responsible for the safekeeping of any confidential materials, so that said confidentiality is not breached. Any breach of confidentiality will be immediately reported to the Dean of the SON and to the institutional Information Security Officer.

7.06 The telecommuter, as a pre-condition to working at home, must establish a place of work (dedicated work space) in the home that is principally used for the performance of his or her work.

7.07 The employee must return all TTUHSC SON-owned property within two (2) weeks at the request of his or her Department Chair.
8.0 **Time and Leave**

8.01 The amount of time an employee is expected to work will not change due to telecommuting.

8.02 The Texas Government Code, Chapter 659, prohibits a State employee from accruing equivalent compensatory time for work performed at a location other than the employee’s regular place of employment or assigned duty point.

8.03 In accordance with established policies, faculty must obtain Department Chair approval before taking any type of leave.

8.04 All time and leave records must be maintained by departments for telecommuting faculties.

9.0 **Duration of Telecommuting Agreements**

Telecommuting Agreements may remain in effect for a maximum of twelve months, unless terminated in accordance with the procedures elsewhere in this policy. These agreements do not constitute an employment contract and they do not create a property interest in employment.

10.0 **Performance Evaluation Criteria and Agreement Renewal**

All Telecommuting Agreements will be evaluated each year during the annual faculty contract renewal.

If, at the time of the annual performance review of the faculty, it is determined that the faculty may continue telecommuting, a new agreement must be completed. The Annual Renewal of the Telecommuting Agreement requires only the signature of the faculty and the Dean for the SON.

11.0 **Termination of Agreement**

11.01 Telecommuting Agreement Termination. Telecommuting arrangements may be terminated by either the telecommuting faculty or the SON within ten (ten) working days' written notice. The School of Nursing reserves the option to terminate the Agreement without notice for any violation of policy.

11.02 Return of University Property. When the Telecommuting Agreement is terminated, the faculty must promptly return all notes, data, reference material, memoranda, reports, records, equipment, software, supplies and any other school property in the faculty’s possession or control.

11.03 Damaged or Lost Property. The school shall not be held responsible for costs, damages or losses associated with the termination of the Telecommuting Agreement.

**For Assistance:** Questions regarding telecommuting should be directed to the Sr. Director of Faculty Support, Office of the Dean.

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SON OP 20.055
Page 5
12/14/14
TELECOMMUTING AGREEMENT
Full-Time (100% FTE) Faculty

Telecommuting is a mutual work agreement between employer and faculty that allows for some or all of the component of the faculty’s work to be performed at an alternative location to the primary worksite. Telecommuting is supported by the TTUHSC School of Nursing (SON) provided the mission of the TTUHSC and the SON are uncompromised and fully met. This agreement form is in support of the SON Faculty Telecommuting Policy, and is in addition to the annual salary contract between the employee and the SON.

The following constitutes the terms and conditions of telecommuting which the telecommuter must follow. This agreement may remain in effect for a maximum of twelve months, unless terminated in accordance to SON OP 20.055. This agreement will be reviewed during the annual faculty performance review for possible continuation. This agreement does not constitute an employment contract nor does it create a property interest in employment.

Part I.

A. FACULTY INFORMATION

Name of faculty:__________________________________________

Current Title:__________________________________________

Name of Department:____________________________________

Name of Department Chair:_______________________________

B. REGIONAL DESIGNATED CAMPUS ASSIGNMENT

Name of Campus:_________________________ City:_________________________

Name of Regional Dean:____________________________________

C. REMOTE OFFICE

Remote work location:____________________________________

Address

________________________________________________________

City state zip

Telephone number Fax number

D. ORIENTATION

(1) Faculty transitioning to a telecommuting position will participate in specified orientation at the assigned TTUHSC Regional and Lubbock campus.
E. WORK DESCRIPTION AND EXPECTATION

(1) Faculty are required to attend ALL SON Faculty Assembly Meetings at the assigned TTUHSC regional or Lubbock campus as scheduled.

(2) Faculty are required to serve on all committees as outlined in the faculty guidelines and bylaws by either phoning in for the meeting or going to the regional or Lubbock campus for participation.

Work Hours
This role requires flexibility in scheduling. Regular telecommuting work hours agreed to (e.g. hours that on site staff know they would be able to get hold of telecommuter on a regular basis). Faculty should be available at a minimum of 40 hours per week and be available via cell phone between the hours of 8:00 am to 5:00 pm.

It is the faculty’s responsibility to give accurate and up-to-date information to the Department Chair regarding work location and hours. The faculty will maintain, for the purposes of Worker’s Compensation liability, the hours of work stated in this Agreement.

Faculty will be provided with advance notice, if at all possible, when telecommuting schedules must be changed or modified.

Vacation/Sick Leave
All other benefits, including vacation time and sick leave will be in accordance to TTUHSC employment policies. Technical, supervisory, or collegial support cannot be assured beyond 8:00 am to 5:00 pm, when most regular working hours are scheduled.

F. TRAINING AND MEETINGS
Certain meetings are mandatory and will require the telecommuter to come to the Lubbock and or regional campus locations. Reasonable notice of upcoming meetings will be given to all employees who are required to attend these meetings. Expenses incurred by telecommuters to attend meetings on the Lubbock campus will be reimbursed by the telecommuter’s programmatic department, provided such expenses are kept to a minimum. Expenses incurred by telecommuters to attend meetings on, or to travel to and from his/her regional campus, will be the telecommuter’s responsibility.

G. EQUIPMENT
Provided by TTUHSC SON
• List Equipment provided

Provided by the Faculty
• List Equipment provided

TTUHSC SON equipment is for TTUHSC SON work related projects only. You may not use the SON’s equipment for unlawful purposes, for personal use, or for work for other employers, nor may other persons use it.
Any hardware or software purchased by the TTUHSC SON remains the property of the TTUHSC SON and will be returned to the school on request; products developed while telecommuting are the property of the school.

Upon ending employment or at the end of the telecommuting agreement, it is the faculty’s duty to return all equipment to TTUHSC – Regional Campus no later than five business days after the relationship is terminated.

Software used by the telecommuter is subject to restrictions on duplication and unauthorized use.

TTUHSC SON assumes no responsibility for the repair, maintenance, or replacement of personally-owned equipment used for telecommuting.

H. EXPENSES INCLUDING TRAVEL/MILEAGE AND FOOD REIMBURSEMENT

Expenses not specifically covered in this agreement will be dealt with on a case-by-case basis, taking into account the reasonableness of the expense and the overall budget for the department. The faculty cannot be assured of reimbursements for expenses not approved in advance.

**Mileage Eligible for Reimbursement**

1. Mileage will be reimbursed at the rate stipulated by current TTUHSC travel policies and procedures.
2. Mileage will be reimbursed when incurred while traveling to and from Lubbock as required with position.
3. *Air Travel*: Will be reimbursed for all air fare expenses incurred to fulfill faculty/Director role.

**Non-reimbursable Mileage**

1. Mileage incurred while commuting to the regional campus from the telecommuter's home office or to nearest airport.

**Reimbursement for Food**

Expenses for food will be reimbursed according to current policy which prohibits such reimbursement unless travel during which food is consumed includes overnight travel.
Part II. 
OTHER OUTSIDE EMPLOYMENT

All faculty will adhere to TTUHSC 70.18, Other Employment.

“The primary responsibility of TTUHSC faculty is the full and complete execution of all assigned duties, the fulfillment of those professional obligations not ordinarily reduced to written assignment, and the maintenance of current professional skills. Outside employment must be compatible with the interests of TTUHSC and of such a nature that it will not detract from the usefulness and performance of the employee. TTUHSC employees also engaged in outside employment cannot do so during normal working hours. Faculty must follow Regents’ Rules, Section 08.10, regarding solicitations on TTUHSC premises. Faculty who are members of their school’s income plan are required to follow the plan bylaws regarding income-generating activities.”

The information I have been provided in Part I of this Telecommuting Work Agreement is accurate and will be followed on a regular basis or under the discretion of the Department Chair. If any information changes, it is my duty to inform the Department Chair to initiate the completion of an updated agreement. I understand that my up-to-date telecommuting agreement will be kept in my SON personnel file.

I have read and understand Part II of this agreement, as well as the attached SON Telecommuting Policy, and I agree to the duties, obligations, responsibilities, and conditions for telecommuters described in these documents. I understand that there is no guarantee that I will be approved for continuing telecommuting beyond this year.

I agree that, among other things, I am responsible for establishing specific telecommuting work hours (hours that staff know they will be able to reach me); furnishing and maintaining my remote work space in a safe manner; employing appropriate telecommuting security measures; and protecting TTUHSC assets, confidential information, materials, and systems.

I understand that this agreement will remain in effect for a maximum of twelve months, unless terminated. I also understand that there is no guarantee that I will be approved for continuing telecommuting beyond this year.

I understand that this telecommuting agreement must be renewed on an annual basis and that these agreements do not constitute an employment contract and they do not create a property interest in employment.

Faculty: _______________________________ Date
Dean, SON: _______________________________ Date
Department Chair: _______________________________ Date
Regional Dean: _______________________________ Date
TTUHSC President: _______________________________ Date
TTUHSC HR: _______________________________ Date

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SON OP 20.055
Page 9
12/14/14
Part III. **ANNUAL RENEWAL**

The information I have been provided in Part I of this Telecommuting Work Agreement is accurate and will be followed on a regular basis or under the discretion of the Department Chair. If any information changes, it is my duty to inform the Department Chair to initiate the completion of an updated agreement. I understand that my up-to-date telecommuting agreement will be kept in my SON personnel file.

I agree have read and understand Part II of the original agreement and I agree to the duties, obligations, responsibilities, and conditions for telecommuters as described.

I agree that, among other things, I am responsible for establishing specific telecommuting work hours (hours that staff know they will be able to reach me); furnishing and maintaining my remote work space in a safe manner; employing appropriate telecommuting security measures; and protecting TTUHSC assets, confidential information, materials, and systems.

I understand that this agreement will remain in effect for a maximum of twelve months, unless terminated. I also understand that there is no guarantee that I will be approved for continuing telecommuting beyond this year.

I understand that this telecommuting agreement must be renewed on an annual basis and that these agreements do not constitute an employment contract and they do not create a property interest in employment.

Faculty:  

_________________________  ___________________ 
Signature Date

Dean, SON:  

_________________________  ___________________ 
Signature Date