Telework

Policy Statement

Telework provides designated Baylor University (“University”) faculty and staff with the opportunity to perform their work at home, on the road, or in a satellite location other than on campus for all or part of their workweek. The primary intent of Telework is to support the mission of the University in an alternative work setting. Telework must not be used as an alternative to, or in lieu of, dependent care. Telework is not an entitlement, it is not a University-wide benefit, and it in no way changes the terms and conditions of employment with Baylor University.

Reason for the Policy

Telework may benefit the University and eligible faculty and staff by enhancing productivity, aiding in the recruitment and retention of staff, and improving the quality of life of participants. Telework may be used as a reasonable accommodation for employees with qualifying disabilities under the Americans with Disabilities Act.

Individuals/Entities Affected by this Policy

Faculty
Staff

Exclusions

Students

1. Telework
Related Documents and Forms

University Policies and Documents

Baylor University Personnel Policies
Faculty Manual
BU-PP 446 – Workers’ Compensation Insurance Policy

Other Documents

Title VI and Title VII of the Civil Rights Act
Age Discrimination in Employment Act
Americans with Disabilities Act
Title IX of the Education Amendments of 1972
Equal Pay Act of 1963
Veterans Readjustment Act of 1974
Section 503 and 504 of the Rehabilitation Act of 1973
Occupational Safety & Health Act
Fair Labor Standards Act
Texas Labor Code
Texas Payday Law
Texas Health & Safety Code
Other similar state and municipal laws applicable to the location where the Telework is being conducted

Forms and Tools

BU-PP XXX: Telework Agreement

Definitions

These definitions apply to terms as they are used in this policy.

<table>
<thead>
<tr>
<th>Alternative Work Schedule (AWS) and Flexible Work Schedule (Flex Time)</th>
<th>AWS and Flex Time are alternate work schedules that do not coincide with the standard University work week. Both of these forms of work are performed at the regularly scheduled work location. As such, they are not Telework, nor are they Remote Work.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Campus</td>
<td>Physical locations owned and / or operated by Baylor University and where work is performed (i.e., campus locations in Waco, Dallas, Austin, and New York with Waco as the principal location)</td>
</tr>
<tr>
<td>Exempt</td>
<td>Salaried employee, not eligible for overtime pay</td>
</tr>
<tr>
<td>Faculty</td>
<td>Full-time, part-time, adjunct, faculty with or without a letter of appointment</td>
</tr>
<tr>
<td>Non-Exempt</td>
<td>Hourly paid employee, eligible for overtime pay</td>
</tr>
<tr>
<td>Regularly Assigned Place of Employment</td>
<td>The location where an employee usually and customarily reports for work or where work is usually and customarily performed</td>
</tr>
<tr>
<td>Remote Work</td>
<td>Work performed by an employee that occurs at a location other than on Campus when the non-Campus location is the Regularly Assigned Place of Employment (e.g., work performed by a lecturer who works from home teaching an on-line class outside of Texas or the site of a non-local recruiting fair)</td>
</tr>
<tr>
<td>Remote Worker</td>
<td>A person who is working remotely when working remotely is a condition of the job or the worker’s voluntary preference or accommodation requirement to complete work assignments for an extended period of time</td>
</tr>
<tr>
<td>Staff</td>
<td>Full-time, part-time, and temporary, non-faculty employees</td>
</tr>
</tbody>
</table>

2. Telework
**Telework**
Work temporarily or occasionally performed by an employee that occurs at a location other than Campus when Campus is the Regularly Assigned Place of Employment (e.g., work performed by a Waco Campus staff member who works on Campus four days a week and one day a week from home in the greater-Waco area).

**Teleworker**
An employee who has been approved to perform Telework

### Contacts

<table>
<thead>
<tr>
<th>Subject</th>
<th>Contact</th>
<th>Telephone</th>
<th>Office email/web site</th>
</tr>
</thead>
<tbody>
<tr>
<td>Policy</td>
<td>Human Resources</td>
<td>254-710-2000</td>
<td><a href="http://www.baylor.edu/hr">www.baylor.edu/hr</a>; <a href="mailto:askHR@baylor.edu">askHR@baylor.edu</a></td>
</tr>
<tr>
<td>Timecard Entry</td>
<td>Payroll Office</td>
<td>254-710-2217</td>
<td><a href="http://www.baylor.edu/payroll">www.baylor.edu/payroll</a>; <a href="mailto:Payroll_Office@baylor.edu">Payroll_Office@baylor.edu</a></td>
</tr>
<tr>
<td>Tax Questions</td>
<td>Tax and Compliance</td>
<td>254-710-3731</td>
<td><a href="http://www.baylor.edu/financial_services/tax">www.baylor.edu/financial_services/tax</a></td>
</tr>
<tr>
<td>Workplace Injuries</td>
<td>Compliance and Risk Services</td>
<td>254-710-2900</td>
<td><a href="http://www.baylor.edu/risk/">www.baylor.edu/risk/</a>; <a href="mailto:Risk@baylor.edu">Risk@baylor.edu</a></td>
</tr>
<tr>
<td>Telework Location Health &amp; Safety</td>
<td>Environmental Health &amp; Safety</td>
<td>254-710-2900</td>
<td><a href="http://www.baylor.edu/ehs">www.baylor.edu/ehs</a></td>
</tr>
</tbody>
</table>

### Responsibilities

<table>
<thead>
<tr>
<th>Eligible Employee</th>
<th>Responsible for maintaining productivity and for fulfilling the obligation to account for a full day’s work. Complete the Telework Agreement. Comply with this policy and all laws, University policies, procedures, and requirements as if the employee worked from Campus.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Supervisor, Department Head, or Chair</td>
<td>Coordinate with Human Resources prior to permitting an employee to work away from a campus location on a full or part-time basis. Ensure the Teleworker completes the Telework Agreement prior to beginning Telework. Fully supervise the employee. Ensure departmental functions are supported during Telework.</td>
</tr>
<tr>
<td>Environmental Health &amp; Safety</td>
<td>Promotes best practices for health and safety for Teleworkers. Oversees inspections and evaluates as appropriate.</td>
</tr>
<tr>
<td>Human Resources</td>
<td>Coordinate with Supervisors, Department Heads, or Chairs regarding feasibility of Telework for a position and/or employee. Receive and maintain Telework Agreements in personnel files. Modifications of this policy may be made by the Vice President and Chief Human Resource Officer associated with a natural or manmade disaster (e.g., applying the policy to faculty and student-employees, waiving requirements for minimum time in service at Baylor).</td>
</tr>
</tbody>
</table>

### Principles

1. Under certain conditions, the University may require or permit a person to work at a physical location other than Campus on a temporary basis. Telework arrangements most commonly are for partial teleworking, for example one day per week, or for one month. This policy addresses such situations. Should the University require or permit the person to work at a physical location other than Campus on a long-term basis, the Remote Work Policy will control.

3. Telework
2. Teleworking does not imply or suggest use of a management practice of working at home after hours unless those hours are in lieu of the regularly scheduled work and consistent with AWS or Flex-Time schedules approved by a supervisor.

3. Telework is a privilege and not a right. It may be revoked at any time with or without notice or cause. Participation in Telework 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, and updates thereto. All existing terms and conditions of employment, including without limitation the position description, salary, benefits, vacation, sick leave, overtime, confidentiality, information technology usage, Title IX reporting requirements, discipline, and termination of employment remain the same as if the employee was not Teleworking. It is the employee’s responsibly to actively seek out information about updates on any rules, polices, and procedures.

4. Telework is permitted with the explicit understanding that it is the Teleworker’s responsibility to ensure that a proper work environment is maintained. This means that dependent care arrangements must be made so as not to interfere with the Teleworker's work, and that personal disruptions such as non-business telephone calls and visitors must be kept to a minimum, etc.

**Procedures**

**Coordination and Approval**

1. Prior to Telework beginning, the employee and Supervisor, Chair, or Department Head, will sign the Telework Agreement and return it completed in full to Human Resources. Human Resources will retain the form in the employee’s personnel file. However, a Telework Agreement will not be required in the following circumstances.

   a. The employee requests and Supervisor, Chair, or Department Head concurs with Teleworking for five (5) or fewer consecutive Telework days, or no more than ten (10) Telework Days a year; or
   b. Teaching or Research Faculty unless the normal work assignment is consistently at an alternate location (i.e. not the standard assigned office). Such a situation may trigger the Remote Work Policy.
   c. A Chair, Department Head, or more senior member of the University determines 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, relocation, or associated with social distancing to limit spread of disease. In such cases, the formal Telework Agreement is not required, but should be documented for department files by memorandum or email, specifying work expectations and duration.

2. A Telework Agreement that is designed to permit intermittent Telework on approval by the Supervisor will typically be for one year, with a renewable term, but an agreement may be made for a shorter term. Renewal is not guaranteed.

3. A Telework Agreement that is designed to permit Telework for a designated period of time but not expected to continue after that identified time will be no longer than required for the Telework, but in no case will it be longer than six (6) months.

4. To the degree possible, Telework Agreement will specify the number of hours to be worked off campus and the specific time in which this will occur (e.g., every Tuesday, the First Monday of the month, etc.).

4. Telework
Criteria and Conditions for Telework

1. Eligibility

Whether a particular employee may Telework is a decision made on a case-by-case basis taking into consideration an evaluation of the tasks within the job which are amenable, in whole or in part, to being performed away from Campus and the likelihood of the employee succeeding in a Teleworking environment, and an evaluation of the supervisor's ability to manage Teleworkers. Not all position responsibilities can be supported through telework arrangement.

An employee will not be permitted to be a Teleworker until they have worked for the University for a minimum of 12 months of continuous, regular employment and must have a satisfactory performance record unless the Vice President of Human Resources or higher authority otherwise authorizes.

2. Termination of Eligibility

The University may withdraw authority for an employee to be a Teleworker at its discretion and with no advance notice unless the employee has a written employment contract identifying a Telework location as a condition of employment (i.e., faculty Letter of Appointment).

3. Supervision and Work Assignments

Any change to an approved Telework location or essential elements of the position must be coordinated in writing with the Supervisor, Chair, or Department Head and Human Resources.

Permitting or requiring an employee to work off-Campus does not reduce the Supervisor's or Department Head's responsibility for the day-to-day coordination and management of the employee. The Supervisor or Department Head will need to actively work to ensure the employee is fully informed of and engaged in workplace matters and that work productivity is maintained and properly supervised.

The Teleworker must make him or herself accessible during Waco-Campus normal business hours while working remotely unless the Telework Agreement specifically identifies otherwise.

4. Leave, Attendance and Timekeeping

All University attendance and leave policies apply to Teleworkers. Employees cannot use Telework in place of sick leave, Family and Medical Leave, Workers' Compensation leave, or other types of leave. Supervisors will not request or permit employees to Telework while on sick leave, Family and Medical Leave, or Workers' Compensation leave.

However, the University may determine whether or not it is appropriate to offer Telework as an opportunity for partial or full return to work on a temporary basis and 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 Telework.

Teleworkers who are not exempt from the overtime requirements of the Fair Labor Standards Act are required to accurately record all hours worked. Hours worked in excess of those scheduled per day and per workweek require advanced supervisor approval. Non-exempt
employees must take their required breaks and meal periods during the workday. Failure to comply with these requirements may result in termination of the Telework Agreement.

If a Teleworker experiences connectivity or any other technical problems that prohibit him or her from working for more than thirty consecutive minutes during normal business hours, the Teleworker must contact the Supervisor, Chair, or Department Head and/or the appropriate Waco-Campus Information Technology Services personnel as appropriate for further assistance. Lack of connectivity may result in revocation of telework arrangement.

5. Health & Safety

Teleworkers are responsible for designating and maintaining a safe workplace that is free from recognized hazards and which complies with occupational safety and health standards, rules, and regulations. The University may deny or rescind Telework authority based on safety deficiencies of the home.

By participating in Telework, the Teleworker agrees to permit the University, its agents and representatives to inspect and have prompt access to the designated workplace at any time during the Teleworker’s regularly scheduled working hours on any regularly scheduled workday, in order to ensure compliance with health and safety and other requirements.

6. Equipment and Information

The University will not duplicate resources between the employee’s normally assigned work location and the Telework location. Teleworking employees may use University-owned equipment to the extent it is available and in accordance with University Information Technology Services policies and procedures. Employees must safeguard University information used or accessed while Teleworking.

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. All systems and equipment provided will remain the property of the University and subject to University control and monitoring at all times, even though located in the remote location.

The Teleworker agrees to promptly notify the University if any of the office equipment malfunctions or performs improperly or unsafely. Telework may be suspended until such time as the equipment is repaired or replaced.

The University bears no responsibility for maintenance of and repairs to equipment or the physical location owned, leased, or utilized by the Teleworker unless specifically agreed to in the Telework Agreement. Moreover, the University shall not be liable for any loss, damages, or wear of any equipment, furniture, supplies, or real estate owned, leased, or utilized by the Teleworker. The University bears no responsibility for any tax implications related to the Teleworker’s (home) office or for the purchase or depreciation of equipment owned by the employee.

7. Liability for Injuries

Employees agree to practice the same safety habits they would use in the University and to maintain safe conditions in their alternate work locations.

A Teleworker who suffer injuries or occupational disease in the course and scope of employment shall be covered by the University’s workers’ compensation insurance. Coverage
is provided subject to the terms and conditions of the policy. Workers’ compensation coverage is limited to designated work areas in employees’ homes or alternate work locations. In instances of injury arising out of or in the course of employment, the employee is entitled to all medical aid, hospital services, and medication reasonably required at the time of injury and anytime thereafter to cure and relieve the effects naturally resulting from the injury. The Teleworker must comply with the University policy on notification related to work-related injury.

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 Teleworking.

A Teleworker shall not invite third parties to visit his or her home office for the purpose of conducting University business without written permission of their supervisor. In exchange for permission to work remotely, the Voluntary Teleworker shall hold harmless and otherwise indemnify the University for any injuries that occur to third parties, including members of Teleworker’s family, on the home office premises, regardless of whether these injuries occur during the employee’s normal business hours.

8. Reimbursement

Unless otherwise required by state law, the University shall not be responsible for any operating costs that accrue from Telework, unless otherwise agreed in writing by the Supervisor, Chair, or Department Head. The Teleworker retains the right to reimbursement that would otherwise be warranted for any expenses incurred while conducting University business.