

Texas Tech University System

Regulation 07.13

Remote Work

Approved: November 3, 2021

Next Scheduled Review: December 2023

1. Purpose

- a. The Texas Tech University System (“System”) and its component universities (each a “University”) recognize the potential mutual benefits that remote work may afford in creating a flexible, safe, and supportive work environment for certain employees and employee positions.

2. General Provisions

- a. *Applicability.* This policy applies to all employees of the System and its component Universities (other than faculty employees) who currently or seek to engage in remote work. Volunteers shall not be eligible for remote work. University employees engaging in remote work shall, during normally scheduled and Supervisor-approved work hours, conduct University business only at the employee’s approved Remote Work Location. Each University shall adopt this regulation through an Operating Policy and Procedure expressly referencing this regulation. Day-to-day management of remote work is delegated to the respective department, so rules and conditions may differ from department to department or within units.
- b. *Right to Change Policy.* The System reserves the right to interpret, change, modify, amend, or rescind this policy, in whole or in part, at any time, without prior notice or consent of employee or employees.

3. Definitions

- a. *Ongoing Remote Work Arrangement:* A remote work arrangement when the employee’s weekly work schedule or a substantial portion of the employee’s weekly work schedule (i.e., two (2) days or more per week) is shifted from being performed at the Campus or Facility Work Location to being performed at the Remote Work Location on a regular, ongoing basis (i.e., one month or longer in duration). An Ongoing Remote Work Arrangement requires an approved Remote Work Agreement.
- b. *Other Remote Work Arrangement:* Any remote work arrangement that does not meet the criteria for an Ongoing Remote Work Arrangement. Other Remote Work Arrangements do not require a Remote Work Agreement but do require Supervisor approval. The president of each component University hereby delegates the authority for Supervisors at the Director/Assistant Vice President level to approve Other Remote Work Arrangements.
- c. *Remote Work Agreement:* An authorized remote work arrangement documented on the *Remote Work Agreement* form, which is required when the employee’s weekly work schedule or a substantial portion of the employee’s weekly work schedule (i.e., two (2) days or more per week) is shifted from being performed at the Campus or Facility Work Location to being performed at the Remote Work Location on a regular, ongoing basis (i.e., one month or longer in duration). The maximum duration of a single Remote Work Agreement is one calendar year from the date of execution and subject to review thereafter.

- d. **Campus or Facility Work Location:** The primary duty station is the geographic location listed under Work Location in the University's Human Resources Information System and which is typically located on University property.
- e. **Remote Work Location:** An approved alternate work location apart from the employee's Campus or Facility Work Location. All Remote Work Locations must be approved per the terms of this System Regulation, and an employee working remotely, whether under a Remote Work Agreement or Temporary Remote Work Arrangement, must be physically working from an approved Remote Work Location.
- f. **Supervisor:** For the purposes of this System Regulation, "Supervisor" will refer to individuals with positions at the Director/Assistant Vice President level.

4. Policy and Procedures

- a. Remote work arrangements involve an employee performing official job duties and responsibilities from a Remote Work Location by use of an electronic connection between the Remote Work Location and the Campus or Facility Work Location. The University may permit employees to work remotely during all or some portion of the work week when such arrangements are in the best interests of the University, enable and increase operational efficiencies, promote workplace safety, and/or enhance the productivity and capabilities of the department and the employee(s). A formal Remote Work Agreement is only required when the employee seeks an Ongoing Remote Work Arrangement. All Remote Work Agreements are subject to the appropriate administrative approval as specified in this System Regulation. Such approval for a Remote Work Agreement must be documented on the *Remote Work Agreement* form, which must be completed in its entirety, including all required approval signatures prior to an employee beginning remote work pursuant to a Remote Work Agreement. Other Remote Work Arrangements do not require a Remote Work Agreement but do require prior Supervisor approval.
- b. A remote work arrangement does not alter an employee's work relationship with the University, nor does it alter the at-will relationship between the employee and the University or create an entitlement or right to ongoing employment. A remote work arrangement does not relieve an employee from the obligation to observe and comply with all applicable System Regulations and University Operating Policies and Procedures, rules, and directives.
- c. Approved remote work is a privilege granted by the University. The University and/or a Supervisor may, in its discretion, adjust or modify, temporarily suspend, revoke, or discontinue a Remote Work Agreement or Other Remote Work Arrangement at any time and for any reason. An approved remote work arrangement is subject to continuous review by the University, as specified by the employee's Supervisor, throughout the duration of the arrangement.
- d. The Remote Work Location for any employee or position being considered for a remote work arrangement must be located within the United States. Given the complex nature of employment laws, taxation rules, and data and cybersecurity laws, all remote work conducted where the worker is physically located outside of the State of Texas for any period of time, excluding work described under Section 6(q), is subject to prior written approval by the University's Office of Human Resources in collaboration with the System Office of General Counsel.
- e. **Approval Process for Obtaining a Remote Work Arrangement:**

- i. *Preliminary Steps.* An employee seeking a remote work arrangement must obtain approval from their Supervisor for such an arrangement and notify the Supervisor of the Remote Work Location. If the employee is seeking an Ongoing Remote Work Arrangement, the employee must submit a completed copy of the *Remote Work Agreement* form to their Supervisor.
- ii. *Supervisor Responsibilities.* It is within the Supervisor's discretion to deny the employee's remote work request in part or in its entirety. Such evaluative criteria may include, but are not limited to: departmental issues and needs, arranging appropriate staffing coverage to ensure offices remain open and operational as necessary, the nature of employee's job duties and responsibilities and whether they can be performed outside of the Campus or Facility Work Location, the quality of services provided in a remote setting, the need for face-to-face interaction, the burden of equipping workers to work remotely, the ability to control and schedule workflow, the degree to which employee's work involves measurable or quantifiable work product, the employee's knowledge and understanding of their job functions and the equipment required to perform their duties, the acceptability of the proposed Remote Work Location, the employee's productivity and self-discipline regarding work responsibilities, the ability to provide appropriate security measures to protect University information and equipment, the degree to which employee's job duties require materials or equipment only available at the Campus or Facility Work Location, and the employee's ability to work autonomously.
- iii. *Review and Approval of a Remote Work Agreement.* Upon receiving approval from the employee's Supervisor on the *Remote Work Agreement* form, the employee's department head and the University's chief human resources officer or their designee / the University's designated officer or individual will review the request. Upon receiving department and human resources approval, the proposed *Remote Work Agreement* form must receive final approval and signature from the University president.

5. Criteria for Remote Work

- a. Remote work schedules are appropriate only when both the abilities of the employee and the nature of the work to be performed meet the minimum criteria set out below. Supervisors may apply more rigorous criteria when determining whether an employee and position are appropriate for alternative work arrangements. Supervisors may seek input from Human Resources if they would like assistance in determining whether their position is appropriate for remote work.
- b. Remote work is appropriate for employees who:
 - i. Are in a job that does not require regular and extensive face-to-face interactions with students, faculty, staff, customers, or vendors;
 - ii. Have the abilities to successfully organize, manage time, work independently and productively with minimal supervision, and have at least a satisfactory work performance history;
 - iii. Have a thorough knowledge and understanding of their job functions and the equipment required for the alternative work arrangement;
 - iv. Have access to a remote work site that is safe and free from interruptions; and

- v. Are able to provide the security necessary to adequately protect any university information and equipment used at the remote work site.
- c. Position requirements. Positions that may be considered for remote work arrangements are those that:
- i. Have job functions that can be performed at a remote site without diminishing the quality of the work or disrupting the productivity of a unit;
 - ii. Do not require an employee's presence at the regularly assigned Campus or Facility Work Location on a daily or routine basis;
 - iii. Allow for an employee to be as effectively supervised as he or she would be if the job functions were performed at the assigned Campus or Facility Work Location;
 - iv. Have an emphasis on the electronic production and/or exchange of information by means of computers, phones, and/or peripherals;
 - v. Involve measurable or quantifiable work product; and
 - vi. Have minimal or flexible need for specialized materials or equipment available only at the regularly assigned Campus or Facility Work Location.

6. Employee Expectations While Working Remotely

- a. While working remotely, the employee must be reachable and responsive via telephone, network access, e-mail, or other designated business communication platform during Supervisor-approved work hours. The employee and Supervisor shall come to an agreement regarding the acceptable means of communication. Employees will be expected to maintain a safe and professional workspace.
- b. A supervisor may visit the proposed remote work site to evaluate the appropriateness of the site prior to approving the agreement and may require that a photo of the workspace be attached to the Remote Work Agreement. Once the Remote Work Agreement is approved, the University retains the right to make prearranged on-site inspections of the remote work site during scheduled work hours.
- c. An employee with an approved remote work arrangement shall only work remotely from an approved Remote Work Location. An employee seeking to work remotely pursuant to a Remote Work Agreement or Other Remote Work Arrangement from another alternate work location that is not their approved Remote Work Location for any amount of time, excluding work described under Section 6(q), must seek prior written approval from their Supervisor. The University retains the right to reject proposed alternate work locations that are not approved Remote Work Locations, and an employee who works remotely from an unapproved Remote Work Location without prior approval may face disciplinary action.
- d. An employee with an approved remote work arrangement must be available to physically attend scheduled work meetings at the Campus or Facility Work Location as requested or required by their department unless specified otherwise in the *Remote Work Agreement* form or by their Supervisor.

- e. The employee's salary or rate of pay, sick leave, vacation leave, unemployment, overtime, benefits, meals and rest breaks, workers' compensation, and other employer insurance coverage shall not change due to a remote work arrangement.
- f. In the event of a University campus closure or delay, employees working remotely must promptly consult with their Supervisor regarding whether the remote work arrangement is affected. In the event of campus closure due to a declared emergency or inclement weather conditions, employees may immediately be designated by the University's president, or their designee, as remote workers for temporary or permanent arrangement. Circumstances of declared emergency or inclement weather conditions that require the designation of employees as remote workers shall not require employees to seek a Remote Work Agreement, although employees shall still be required to work remotely from an approved Remote Work Location.
- g. All employees working remotely shall immediately notify their Supervisor in the event an occurrence or situation interferes with the employee's ability to perform their duties during their scheduled remote work time.
- h. Employees working remotely may not conduct in-person business meetings with clients, customers, patients, colleagues, or others at the Remote Work Location.
- i. Any time remote work is conducted, employees will be expected to devote the same degree of attention to work as if they were working from a Campus or Facility Work Location. The standards of professionalism for work performed on a Remote Work Location in terms of job responsibilities, work products, and client contact will remain the same for work performed at a Campus or Facility Work Location.
- j. If an employee is working remotely from their home or residence, the University will not be liable for damages to an employee's property that may result from participation in a remote work arrangement.
- k. The University will not be responsible for operating or installation costs associated with the Remote Work Location, including but not limited to home maintenance, Internet, utilities, cable, or cell phone bills. The employee will be expected to cover these costs unless specified otherwise.
- l. The University will not reimburse for out-of-pocket expenses for materials and supplies unless pre-approved by their Supervisor.
- m. Any equipment provided by the University to facilitate employee's ability to work remotely remains property of the University and must be returned upon termination of the remote work arrangement in good condition. If the University provides equipment or software in order to work remotely, such resources may not be used for the employee's personal purposes. The employee will also be required to abide by all licensing regulations and restrictions for all software under license to University. In the event of loss, theft, or damage to University property, employee must promptly notify University of such occurrence.
- n. An employee using employee's own equipment for remote work shall remain responsible for the repair and maintenance of such personal equipment. However, any personal computer used for remote work must use security configurations that meet all the University's applicable security policies.

- o. The employee will protect University data and information from unauthorized disclosure or damage and will comply with federal, state, and University rules, policies and procedures, and directives regarding the disclosure of public and official records. All records, data, correspondence, and documents must be safeguarded for return to the University, whether in paper or electronic form. The release or destruction of records must only be done in accordance with applicable law and University policies and procedures. Upon request by University, employee will be required to immediately surrender all University records and/or equipment.
- p. All employees granted remote work privileges must ensure the security and confidentiality of University information resources in accordance with all applicable University Operating Policies and Procedures when working from an approved Remote Work Location.
- q. Work conducted while on business or personal travel, which may include an employee traveling to a conference, meeting, or event not located at the Campus or Facility Work Location, including out of state or international locations, shall generally not be considered an Ongoing or Other Remote Work Arrangement as such work is likely to vary regarding location and to be intermittent in nature. However, University retains the right to require a Remote Work Agreement or Other Remote Work Arrangement based on the individual circumstances of such business or personal travel or travel associated with special projects.

7. Remote Work Agreement Form

- a. The *Remote Work Agreement* form can be found [here](#).

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