

**TEXAS DEPARTMENT OF CRIMINAL JUSTICE**  
**PD-94, “TELEWORKING”**  
**DECEMBER 1, 2020**  
**TABLE OF CONTENTS**

<u><b>SECTION</b></u>	<u><b>PAGE NUMBER</b></u>
<u><b>AUTHORITY</b></u> .....	1
<u><b>APPLICABILITY</b></u> .....	1
<u><b>EMPLOYMENT AT WILL CLAUSE</b></u> .....	1
<u><b>POLICY STATEMENT</b></u> .....	1
<u><b>DEFINITIONS</b></u> .....	1
<u><b>DISCUSSION</b></u> .....	2
 <u><b>PROCEDURES</b></u>	
I. General Provisions .....	2
II. Factors for Consideration .....	3
III. Telework Request and Approval Process.....	3
A. Telework Request.....	3
B. Approval Process.....	3
IV. Telework Agreement and Telework Equipment Checkout.....	4
V. State-Owned Equipment, Software, and Supplies .....	4
VI. Confidentiality.....	5
VII. Work Hours and Compensation .....	5
A. Holiday and Compensatory Time Provisions.....	5
B. Timesheets and Physical Hours Worked.....	5
VIII. Office Closure .....	6
IX. Deviations.....	6

Attachment A: PERS 640, Telework Request (12/20)

Attachment B: PERS 641, Telework Agreement (12/20)

Attachment C: PERS 642. Telework Equipment Checkout (12/20)

Attachment D: Division Director Telework Approval Letter (12/20)



TEXAS DEPARTMENT

NUMBER: PD-94

OF

DATE: December 1, 2020

CRIMINAL JUSTICE

PAGE: 1 of 11

SUPERSEDES: None

# EXECUTIVE DIRECTIVE

---

SUBJECT: TELEWORKING

AUTHORITY: *Fair Labor Standards Act of 1938* as amended (FLSA), 29 U.S.C. §§ 201–219; 29 C.F.R. pt. 541; Tex. Gov't Code §§ 493.001, 493.006(b), 493.007, 658.010, 659.018; BP-02.08, "Statement of Internal Controls"

APPLICABILITY: Texas Department of Criminal Justice (TDCJ)

## EMPLOYMENT AT WILL CLAUSE:

This directive **does not** constitute an employment contract or a guarantee of continued employment. The TDCJ reserves the right to change the provisions of this directive at any time.

Nothing in this directive limits the executive director's authority to establish or revise human resources policy. This directive guides the operations of the TDCJ and **does not** create a legally enforceable interest for employees or limit the executive director's, deputy executive director's, or division directors' authority to terminate an employee at will.

## POLICY:

The TDCJ may, at its discretion, allow an employee to work at an alternate work location, including their personal residence. This type of work situation will be referred to as "teleworking." Teleworking is a privilege, not an entitlement, and is based on the needs of the agency, division, and the employee's past and present level of job performance. The management of teleworking employees shall be in accordance with the guidelines of this directive without regard to race, color, religion, sex (gender), national origin, age, disability, or genetic information.

## DEFINITIONS:

The following terms are defined for the purpose of this policy and are not intended to be applicable to other policies or procedures.

"Alternate Work Location" is a work location other than an employee's designated state office that has been approved in writing by the employee's division director. An alternate work location may include an employee's personal residence.

“Designated State Office” is the employee’s usual and customary work location.

“FLSA Exempt Employee” is an employee who is not subject to the wage and overtime provisions of the FLSA because the employee’s primary duty assignments pass the FLSA executive, administrative, professional, computer, outside sales, or highly compensated employees’ exemption tests in accordance with 29 C.F.R. pt. 541. This term is not to be mistaken for a position listed in TDCJ’s section of the *General Appropriations Act* under “Schedule of Exempt Positions.”

“FLSA Non-Exempt Employee” is an employee subject to the wage and overtime provisions of the FLSA because the employee’s primary duty assignments do not pass FLSA executive, administrative, professional, computer, outside sales, or highly compensated employees’ exemption tests in accordance with 29 C.F.R. pt. 541.

“Teleworker” is an employee who has been approved to work at an alternate work location instead of commuting to work in a designated state office.

“Teleworking” means working at an alternate work location instead of commuting to work in a designated state office.

### **DISCUSSION:**

TDCJ teleworking is implemented to achieve the following objectives:

1. Improve overall productivity of the TDCJ;
2. Increase employee productivity;
3. Make optimal use of TDCJ office facilities and equipment;
4. Reduce traffic congestion and improve air quality by reducing employee commute trips and single occupant vehicle trips; and
5. Improve employee retention.

Teleworking may also provide work options during a state of disaster or other emergency incident.

### **PROCEDURES:**

#### I. General Provisions

All TDCJ policies and procedures remain in effect regardless of where or when work is performed. All employees must adhere to TDCJ policies regardless of whether the worksite is the employee’s designated state office or an alternate work location. Teleworking should not negatively impact business operations.

The purpose of this policy is to govern teleworking assignments. Teleworking is a discretionary program. The TDCJ may refuse to allow an employee to telework or terminate a teleworking agreement at any time for any non-discriminatory reason.

## II. Factors for Consideration

Some factors to be taken into consideration when allowing an employee to telework are:

- A. Not be on disciplinary probation;
- B. Have not received a disciplinary action within the past six months;
- C. Be employed in their current position for at least three continuous months;
- D. Have received a minimum overall rating of “meets standards” on the employee’s current annual performance evaluation;
- E. Have a proven work history of producing a high volume of quality work with minimal supervision;
- F. Have demonstrated a thorough knowledge and understanding of the operations for which they are responsible;
- G. Have consistently demonstrated good organizational and time management skills;
- H. Not currently be, nor have been, in a leave without pay (LWOP) status within the past six months; and
- I. Not consistently have low accrued leave balances.

## III. Telework Request and Approval Process

### A. Telework Request

Employees requesting to telework shall complete and forward a Telework Request (Attachment A) to their immediate supervisor for review and approval.

### B. Approval Process

- 1. The immediate supervisor shall forward the Telework Request to the human resources representative to verify the employee’s eligibility. If the employee is eligible and the immediate supervisor approves, the immediate supervisor shall forward the Telework Request to the deputy division director or designee. If the deputy division director or designee approves, the deputy division director shall forward the Telework Request to the division director.

2. The division director shall request approval from the executive director or designee by submitting an email request to the chief financial officer and deputy executive director.
3. Upon receipt of email approval or denial, the division director shall notify the employee's immediate supervisor. The immediate supervisor shall notify the employee of the approval or denial, provide a copy to the employee, and forward the Telework Request for placement in the employee's unit or department human resources file.

#### IV. Telework Agreement and Telework Equipment Checkout

Once an employee has been approved to telework, the employee and the employee's immediate supervisor must review, discuss, and sign the Telework Agreement (Attachment B) and the Telework Equipment Checkout (Attachment C).

All employees who are approved to telework shall receive a signed copy of the letter in Attachment D from their division director.

#### V. State-Owned Equipment, Software, and Supplies

- A. The employee's immediate supervisor shall identify all equipment needs for the teleworker. All hardware and software used shall be approved by the Information Technology Division (ITD) before installation to determine which configurations will be used, including virus scanning. Teleworkers shall use only ITD approved communication software when connecting with the TDCJ network.
- B. All hardware and software remain the property of the TDCJ and shall be used for state business only. All state-owned equipment and software shall be returned upon separation of employment or completion of the teleworking assignment.
- C. The TDCJ is responsible for the preventive maintenance, repair, and replacement of state-owned equipment as a result of normal wear and tear or natural disaster and shall provide telephone support for hardware and software during designated business hours. The teleworker shall immediately notify their supervisor of any equipment malfunctions and shall be required to report to the teleworker's designated state office until the equipment is repaired.
- D. The TDCJ is not responsible or liable for damages to the teleworker's personal property pursuant to the *Texas Tort Claims Act* or any other relevant law, any home maintenance, operating costs, personal telephone line, internet service, or any other incidental costs associated with the use of an alternate work location.
- E. All TDCJ equipment shall be inventoried and verified by the employee's immediate supervisor and the ITD.

- F. Basic office supplies required to complete assigned work shall be obtained from the employee's designated state office. Out-of-pocket expenses for materials and supplies normally available at the office, including computer paper, pens, and pencils, will not be reimbursed.
- G. Employees that need or request special equipment, such as a special-order chair or desk, may be asked to return to work in the employee's designated state office. The TDCJ is unlikely to provide special equipment in an alternate work location, even as part of a workplace accommodation.

## VI. Confidentiality

The same standards for maintaining confidentiality apply to all TDCJ employees, including teleworkers. Teleworkers are required to conform to applicable laws and TDCJ policies governing confidential and sensitive information and shall maintain confidentiality of all records and information that pertain to employees, offenders, consultants, volunteers, contractors, vendors, and interns within the TDCJ.

Teleworkers are prohibited from downloading confidential TDCJ files to their personal hard drives and prohibited from maintaining TDCJ information in their personal records.

## VII. Work Hours and Compensation

Teleworking employees' work hours, overtime compensation, and vacation schedules shall conform to existing TDCJ policies and procedures. Teleworking will not, by itself, impact an employee's salary and benefits. Teleworking employees will be paid in accordance with the State of Texas *Position Classification Plan* and based on the employee's status as full- or part-time.

### A. Holiday and Compensatory Time Provisions

FLSA non-exempt and FLSA exempt employees shall earn compensatory time, including holiday time for working on a skeleton crew holiday while teleworking, in accordance with PD-91, "Work Cycles and Compensable Hours of Work."

### B. Timesheets and Physical Hours Worked

#### 1. Timesheets

TDCJ employees who are approved to telework shall complete timesheets and other forms, as required in PD-91.

#### 2. Physical Hours Worked

TDCJ employees who are approved to telework shall request prior approval to work overtime or to work on a regular day off in accordance with PD-91.

TDCJ employees who are approved to telework shall document all physical hours worked as required in PD-91. Employees who work overtime without prior approval from their immediate supervisor may be subject to disciplinary action in accordance with PD-22, “General Rules of Conduct and Disciplinary Action Guidelines for Employees.”

3. When a teleworker experiences a technical problem that prevents them from conducting normal work activities, the teleworker shall contact their immediate supervisor to determine whether another alternate work location is available, the employee shall report to their designated state office, or if accrued leave shall be taken.

#### VIII. Office Closure

The unscheduled closure of an employee’s designated state office on a day the employee is scheduled to telework does not affect the teleworker’s work schedule. The employee is expected to work their regular work schedule, unless excused from doing so by their immediate supervisor based on:

- A. The executive director’s determination that the unscheduled closure of the employee’s designated state office prevents the employee from working part or all of their scheduled shift; or
- B. Approval by the employee’s immediate supervisor to use accrued leave to cover the time missed.

#### IX. Deviations

Deviations from the procedures outlined in this directive require executive director approval.

---

Bryan Collier  
Executive Director

Texas Department of Criminal Justice  
**Telework Request**

Employee Name: \_\_\_\_\_ Division: \_\_\_\_\_

Payee ID: \_\_\_\_\_ Unit/PDC: \_\_\_\_\_

Telework Schedule Requested: Days of the Week: \_\_\_\_\_ Hours of the Day: \_\_\_\_\_

**I. Equipment and Services Required:**

Equipment Required	Not Applicable (N/A)	Provided by Employee	Provided by Agency	
			Already Assigned to Employee	Additional Equipment Needed
Phone	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Desktop/Laptop Computer	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Printer	<input type="checkbox"/>	<input type="checkbox"/>		
High Speed Internet Connection	<input type="checkbox"/>	<input type="checkbox"/>		
Antivirus Software <i>(screenshot required if provided by employee)</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
VPN Client Software	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Remote Desktop Protocol (RDP)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other (Specify)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**II. Job Tasks:**

Describe the duties that will be performed while teleworking (based on the current job description).

---



---

Describe reporting and approval requirements concerning work assignments that may be affected by teleworking and how they will be addressed.

---



---

**III. Acknowledgement:**

I understand that I must meet or exceed productivity standards and/or project deadlines while teleworking. I understand that my failure to abide by all TDCJ policies and procedures, including those related to the use of accrued leave, conduct, and work schedule, may result in my removal from the teleworking program. I further understand that teleworking is voluntary and may be terminated at any time. If approved to telework, I am responsible for securing Internet connectivity and will not be reimbursed for this expense.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

**Recommendations for Approval:**

\_\_\_\_\_  
Team Lead/Supervisor

\_\_\_\_\_  
Date

Yes  No

\_\_\_\_\_  
Deputy Division Director or Designee

\_\_\_\_\_  
Date

Yes  No

\_\_\_\_\_  
Division Director

\_\_\_\_\_  
Date

Yes  No

\*Note: If the supervisor and deputy division director do not approve the telework request, further approval with the division director is not required.

Distribution:  
Original – Employee’s Master Human Resources File  
Copy – Division Director, Employee, and Unit or Department Human Resources File



Texas Department of Criminal Justice  
**Telework Agreement**

Employee Name: \_\_\_\_\_ Division: \_\_\_\_\_

Payee ID: \_\_\_\_\_ Unit/PDC: \_\_\_\_\_

*The immediate supervisor and employee must review and discuss the Telework Expectations and accept the Telework Agreement. The Telework Request must be approved prior to signing the Telework Agreement.*

This Telework Agreement is effective \_\_\_\_\_ through \_\_\_\_\_, or until further notice.

**Telework Expectations:**

This list provides general guidance to supervisors and employees regarding the TDCJ's telework expectations.

1. Employee meets the division's eligibility requirements for teleworking.
2. Employee and immediate supervisor have agreed on a schedule of assigned telework days and hours.
3. Performance expectations have been discussed and are understood. This includes following PD-28, "Dress and Grooming Standards" when participating in any video conferencing platforms.
4. Employee and immediate supervisor have discussed communication expectations and the communication procedures to be used when an employee is teleworking
5. Employee's plan to provide an adequate and safe office space at the alternate work location has been discussed with the immediate supervisor.
6. Requirements for the care of TDCJ equipment and supplies assigned to the employee have been discussed and are understood.
7. Requirements for establishing, modifying, suspending, and discontinuing telework and requesting approval of an alternate work location have been discussed and are understood.

**Teleworker Responsibilities:**

The employee and immediate supervisor shall discuss each item and acknowledge their mutual understanding of the Telework Agreement before agreeing to the statements at the end of this page. The employee agrees:

1. To abide by TDCJ and division policies and all TDCJ Information Security policies;
2. That my TDCJ employment benefits and rights will not be affected;
3. To provide a telework environment conducive to the successful completion of assigned job tasks;
4. To abide by my assigned work schedule;
5. To request and receive written approval from my immediate supervisor to deviate from my assigned work schedule;
6. To complete and submit a work timesheet and other required forms, including a PERS 534 if necessary, to my immediate supervisor in accordance with my division's established procedures;
7. To maintain and protect the confidentiality of work-related information in my possession or under my control, regardless of how that information is stored or displayed;

8. In the event that any TDCJ data is lost, stolen, or inadvertently disclosed to any unauthorized individual, to immediately notify my supervisor;
9. To store and secure printed documents or data in a controlled location and follow my supervisor's instruction regarding the disposal of any printed information when documents are no longer needed;
10. To abide by the requirements established in the Telework Expectations and any additional telework requirements established by the TDCJ or my division;
11. If employee is FLSA non-exempt, to not work more than my scheduled hours each day unless approved in advance by my immediate supervisor;
12. To not be reimbursed for travel to or from the office;
13. If the Telework Agreement is terminated, that I may be required to work in a shared space;
14. The TDCJ may terminate the Telework Agreement at any time, and provide a 30 days written notice, unless otherwise warranted, or as a result of a disciplinary action or termination for cause; and
15. Upon receipt of TDCJ equipment and supplies, if any, to be responsible for maintaining, protecting, and, upon request of my immediate supervisor, returning such items. I may be required to reimburse the TDCJ should any TDCJ property in my possession be stolen, lost, or damaged. I understand that in accordance with state law, such items may only be used for state business.

### **Termination of Telework Agreement:**

This Telework Agreement shall remain in effect for the timeframe set forth in the agreement, or until further notice, unless terminated by either party under the following terms: The TDCJ reserves the right to terminate the Telework Agreement at any time for any employee, or as a program if the teleworking program is terminated because the TDCJ's needs are no longer being met. The employee may terminate this Telework Agreement at any time and return to their assigned work schedule at the employee's designated state office.

If an employee receives a disciplinary action or is terminated for cause, this Telework Agreement may be terminated without prior notice.

The TDCJ will not be held responsible for costs, damages, or losses associated with the termination of this Telework Agreement.

Upon termination of this Telework Agreement by either party, the employee shall immediately return to the TDCJ all notes, data, reference materials, memoranda, reports, records, equipment, supplies, and all other TDCJ documents in the employee's possession or control.

By signing below, the employee and immediate supervisor affirm that they have read the Telework Agreement and agree to abide by the provisions contained herein.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Immediate Supervisor Signature

\_\_\_\_\_  
Date

Distribution:  
Original – Employee's Master Human Resources File  
Copy – Division Director  
Copy – Employee  
Copy – Unit or Department Human Resources File

Texas Department of Criminal Justice  
**Telework Equipment Checkout**

Employee Name: \_\_\_\_\_ Division: \_\_\_\_\_

Payee ID: \_\_\_\_\_ Unit/PDC: \_\_\_\_\_

Physical Address of Alternate Work Location: \_\_\_\_\_

The following TDCJ equipment is issued to the above referenced employee to use while teleworking:

Desktop/Laptop Computer Inventory #: \_\_\_\_\_

Other (Specify) Description: \_\_\_\_\_

**Employee Responsibility**

Employees who telework and are issued TDCJ property or equipment:

- are financially responsible for the equipment if it is lost, stolen, or damaged due to the employee's negligence, misuse, or abuse;
- may not allow non-employees to use the TDCJ property or equipment;
- are responsible for returning equipment in the same condition;
- are responsible for immediately returning equipment when they no longer telework or leave TDCJ employment;
- will ensure state-owned equipment is used only for state business;
- will report any malfunctions or damage to the equipment to the Information Technology Division; and
- are responsible for notifying their immediate supervisor and filing a police report if the equipment is stolen regardless of whether the employee was negligent.

**Acknowledgement**

I have read and understand my responsibilities as described above. I understand that I am financially liable for loss or damage to the equipment listed above if the loss or damage results from my negligence, intentional act, or failure to exercise reasonable care to safeguard, maintain, and service the equipment. (Texas Government Code §403.275)

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Immediate Supervisor Signature

\_\_\_\_\_  
Date

Distribution:

- Original – Employee's Master Human Resources File
- Copy – Information Technology Division – Resource Management
- Copy – Unit or Department Property Officer
- Copy – Employee
- Copy – Unit or Department Human Resources File



## Texas Department of Criminal Justice

---

**Bryan Collier**  
Executive Director

Dear Teleworking Staff Member,

Due to your personal circumstances or TDCJ business needs, you have been afforded an opportunity to telework. As the division director, my expectations are conveyed as follows:

- You shall be available during your normal work hours. Please notify your immediate supervisor if you need to deviate from your normal work schedule.
- You shall check in regularly; send a timely response to emails; be available for virtual meetings; and answer and return telephone calls.
- If your immediate supervisor has different guidance, please follow their guidance.

I am confident that our division and the TDCJ can count on you and your continued contributions to help us maintain our mission as you exercise this privilege. If it is determined teleworking is not beneficial to the TDCJ, this privilege will be revoked.

Please do not hesitate to reach out to your immediate supervisor or me if you have any questions or concerns.

Sincerely,

*(Insert Division Director's Name)*

---

*Our mission is to provide public safety, promote positive change in offender behavior, reintegrate offenders into society, and assist victims of crime.*

PO Box 99  
Huntsville, Texas 77342-0099  
[www.tdcj.texas.gov](http://www.tdcj.texas.gov)