


Texas Court of Criminal Appeals

Telecommuting Policy

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Approved by:  08/26/2025
Presiding Judge David J. Schenck Date

TELECOMMUTING POLICY FOR THE TEXAS COURT OF CRIMINAL APPEALS

SECTION I. General Provisions

A. Statement

The Texas Court of Criminal Appeals recognizes that employees in most positions may be able to perform their duties as well or better from home or a remote location on a regular or ad hoc basis. However, the Court must be able to meet its needs and complete its work. Therefore, the Court will permit a telecommuting work arrangement when it is in the best interest of the Court and will enhance the productivity of the employee. Telecommuting is not a right or entitlement.

B. Scope

This policy applies to the employees of the Texas Court of Criminal Appeals.

C. Definitions

1. The **principal location** is the Texas Court of Criminal Appeals located at 201 West 14th Street, Austin, Texas 78701.
2. The **regularly assigned place of work/employment** (also referred to as “regular work location”) is the location within the Supreme Court Building and two connected buildings where an employee usually reports for work and where Court work is performed.
3. **Telecommuting** is an authorized work arrangement that involves an employee working at a location that is not the regularly assigned place of employment.
4. The **remote work site or location** is the home residence of the employee unless otherwise approved by the employee’s supervisor. The remote site is not a roving location, nor can a supervisor approve a roving location.

D. Eligibility

To be eligible to telecommute, a Court employee:

1. Must have a position deemed suitable for telecommuting by his or her supervisor;
2. Must have completed six months of employment at the Court;
3. Must not have a disciplinary action (e.g. suspension without pay) or formal reprimand in the six months prior to the telecommuting request;

4. Must have access to a remote work site that is safe and (relatively) free from interruptions with equipment required for the telecommuting arrangement; and
5. Must have the ability to provide the security necessary to adequately protect any Court information and equipment used at the remote work site.

E. Requirements and Responsibilities of Employees

Telecommuting employees must complete their work in accordance with the same performance standards that apply at their regular work location. Court policies and other rules of conduct must be followed, including those on confidentiality and taking leave time.

Employees are responsible for:

1. Securing all required equipment (e.g. laptop and charger) and/or software. Court equipment located at the remote site is subject to all policies and restrictions related to use of state-owned property. Participating employees are responsible for any equipment and software that is used at the remote work site and accept financial responsibility for any equipment that is lost, stolen, or damaged because of the employee's negligence, misuse, or abuse. Only Court-approved software shall be used for connecting with the Court's network from the remote work site. Employees participating in telecommuting shall follow all Court information security rules, copyright laws, and manufacturers' licensing agreements.
2. Providing all necessary utilities at the employee's expense (e.g. secure internet access). The Court will not reimburse the employee for costs required to have or maintain a remote work site. Nor will the Court reimburse the employee for any costs associated with the remote work space, including but not limited to items such as internet access or utilities.
3. Designating a specific work site and having a suitable workspace. Employees participating in telecommuting shall have and maintain a healthy and safe environment at the remote work site. Employees must ensure that non-work related events and activities will not disrupt or interfere with work at the remote work site.
4. Designating acceptable work hours. Employees must work the regular hours of the Court, which are 8:00 a.m. to 5:00 p.m. Monday-Friday with one hour for lunch, unless the employee's supervisor has previously approved an alternate schedule (*see* Work and Leave Time Policies allowing for reasonable flex-time schedules). Employees must work 8 hours per day as required by state law or take the appropriate leave time.

Non-exempt employees may not work additional hours beyond their regular work schedule without express written permission from the Presiding Judge.

5. Being readily available by phone, text, or email during the designated work hours.
6. Having the ability to return to the regular work location if needed.
7. Paying any related expenses involved in telecommuting or that may result from the work-related use of an employee's personal equipment (e.g. utilities, internet, cell phone). The Court will not reimburse employees for the use of their personal equipment for business purposes, including but not limited to the employee's personal phone or computer.
8. Maintaining the security of Court records and state property used at the remote work site. Employees must ensure that all sensitive and confidential information is protected and secure when accessing information from the remote location. This includes making sure that the employee is not near a voice-activated device such as Alexa or Siri when talking on work phone calls at the remote location. Employees must also ensure that software on personal equipment used for remote work is kept up-to-date and that all protective software and other firewall technology is installed and used on all equipment at the remote location. And,
9. Immediately reporting to the employee's supervisor any injury sustained while telecommuting.

F. Restrictions to Telecommuting

1. Employees must arrange for dependent care while telecommuting and ensure that non-work related events and activities will not disrupt or interfere with work at the remote work site.
2. Telecommuting will not be allowed on any day that is a Holiday, Skeleton Crew Day, or Optional Holiday; or any day deemed unfeasible by the employee's supervisor (like conference days for all or oral argument days for law clerks and necessary clerk's staff). So, if a Skeleton Crew Day coincides with an employee's telecommuting day, the employee must report to the regular assigned place of work if he or she wants to earn Holiday Comp time.
3. Employees may not earn overtime when telecommuting without express written permission from the Presiding Judge.
4. Telecommuters may not switch telecommuting days with other

participating employees.

5. Telecommuting schedules will not be approved for instances in which an employee is traveling, is away from an appropriate work environment, or is unavailable by phone or email for any significant length of time.
6. Supervisors may impose additional restrictions based on Court needs. Additionally, an employee's supervisor may require the telecommuter to report to the regularly assigned place of work if circumstances require, including but not limited to:
 - Technical difficulties at the remote work location;
 - Limited availability of personnel at the regularly assigned place of work;
 - Any other circumstances in which the employee's supervisor or the Presiding Judge determines it is in the Court's or office's best interest to require the telecommuter to report to the regularly assigned place of work.
7. Abuse of telecommuting or any violation of this policy may lead to a termination of telecommuting privileges and/or disciplinary action, up to and including involuntary separation.

G. Responsibilities of Management

In deciding whether to allow an employee to telecommute, a supervisor must consider such factors as:

1. Whether the employee has a position that can be successfully performed from a remote location.
2. Whether the employee has demonstrated reliability and self-initiative to complete assigned tasks without immediate supervision.
3. Whether the employee's absence from the regular work location may result in an increased and/or inequitable workload for other employees. And,
4. Whether the employee will have access to technological resources to perform the job adequately from the remote location.

H. Types of Telecommuting

The Court allows three types of telecommuting arrangements: regular/"permanent"; ad

hoc; or an accommodation.

1. **Regular or “permanent” telecommuting.** Regular telecommuting involves an employee working remotely on the same day or days every week, subject to the following:
 - The choice of days are Mondays, Wednesdays, Thursdays, or Fridays or portions thereof.
 - Only two days or portions of days (the same days) per week will be allowed under this arrangement.
 - An employee who telecommutes on a regular basis may be required to report to the employee’s regular work location on those days for any reason.
 - An employee who regularly telecommutes on a specific work day cannot earn compensatory leave for working remotely on a holiday or due to an office closure that occurs on the employee’s telecommuting day.
 - Employees on a regular telecommuting schedule are still required to submit appropriate leave requests for any portion of their regular telecommuting days that they do not work.
 - If an employee seeks to work remotely for a portion of a day and at the regularly scheduled work place for the remainder of the day, travel time between the two destinations cannot be considered work time.
 - Regular telecommuting arrangements may be terminated at any time. Unless another earlier expiration date is set by an employee’s supervisor, such regular arrangements will automatically expire at the end of each fiscal year (end of business August 31). To extend the arrangement, employees must timely submit a new telecommuting request to his or her supervisor.
 - To seek a regular telecommuting arrangement, an employee must submit a written telecommuting request (see attached form) to his or her supervisor at least fourteen days prior to the requested telecommuting start date.
 - If the request is approved, the original (or an exact electronic duplicate) shall be forwarded to the Court’s accountant to be placed in the employee’s file.

- This policy does not entitle an employee to any specific number of days of telecommuting and employees must still meet other approval criteria.

2. **Ad hoc telecommuting.** As it is titled, an ad hoc telecommuting request is not a regular request.

- To seek an ad hoc telecommuting arrangement, an employee must submit a written telecommuting request to his or her supervisor (email is preferred). The request must set forth the reason for the request and the hours expected to work.
- Ideally, the request must be submitted in advance of the date for which the telecommuting is sought. However, an exception to the *prior*-to requirement may be invoked in emergency situations (e.g. waking up with a flooded bathroom and having to wait for a plumber; unforeseen illness), but the request must still be made as soon as practicable.
- If the request is not approved, the employee will be expected to be working at the regular place of employment or taking leave time.
- If the request is approved, the email chain (or other written request) shall be forwarded to the Court's accountant to be placed in the employee's file.
- A maximum of one ad hoc day or partial day within any given week, and a maximum of four ad hoc days or partial days within a calendar month will be permitted for any employee. For employees already telecommuting on a permanent basis, a maximum of two ad hoc days or partial days (only one/week) within a calendar month will be permitted. Requests in excess of these limitations will not be approved.
- Employees working an ad hoc telecommuting schedule are still required to submit appropriate leave requests for any portion of their telecommuting day that they do not work.
- This policy does not entitle an employee to any specific number of days of telecommuting and employees must still meet other approval criteria.

3. **Telecommuting as an Accommodation.**

- To seek an accommodation telecommuting arrangement, an employee (with his or her supervisor's permission), or the

employee's supervisor, must submit a telecommuting request (see attached form) to the Presiding Judge with some explanation for the need and duration of the accommodation arrangement. For example, if an employee has surgery that does not prohibit the employee from working, but does make travel to and from the regular workplace difficult, the employee can ask for a reasonable period of recovery time to work remotely (subject to requested documentation).

- Employees working an accommodated telecommuting schedule are still required to submit appropriate leave requests for any portion of their telecommuting days that they do not work.
- If the telecommuting request is approved, the original (or an exact electronic duplicate) shall be forwarded to the Court's accountant to be placed in the employee's file (subject to HIPAA regulations, if applicable).
- This policy does not entitle an employee to any specific number of days of telecommuting and employees must still meet other approval criteria.

Regardless of the type of telecommuting arrangement an employee participates in, employees are still expected to complete their work to the same standards as they would if they were in the office. Employees are also expected to submit requests for annual or sick leave for any period of time they do not end up working remotely. (For example, an employee is granted an ad hoc day for an illness that does not otherwise prevent him or her from working. But the employee does not end up working the entire day due to a doctor's appointment or the illness itself. That employee is expected to request and take the appropriate amount of sick time. Similarly, if an employee is working remotely while waiting for workmen, he or she is expected to request and take the appropriate amount of leave time necessary to deal with the workmen.)

I. Telecommuting and the Employment Relationship

The decision to authorize the telecommuting option is within the discretion of the employee's supervisor (or the Presiding Judge) based on the nature of the work being performed and other business considerations. For the purpose of this policy, and as is otherwise defined in the Court's Work and Leave Policies, the term "supervisor" refers to the person who is authorized to sign or approve an employee's time sheet. No employee is entitled to or guaranteed the opportunity to telecommute.

The telecommuting arrangement is voluntary and participation does not alter an employee's work relationship with the Court nor does it relieve an employee from the obligation to observe all applicable Court 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, remain the same as if the employee worked only at his or her regularly assigned place of employment. Telecommuting employees must complete their work in accordance with the same performance standards that apply at their regular work location.

Nothing in this policy or the attached Telecommuting Agreement alters the at-will status of a Court employee.

Section II. The Telecommuting Agreement, Required Approval, and Specific Issues

A. Agreement and Approvals

A Telecommuting Agreement must be completed and signed by the employee and the employee's supervisor prior to the employee beginning a regular telecommuting arrangement and a Telecommuting Agreement must be completed and signed by the employee (or the employee's supervisor) and the Presiding Judge for an accommodation telecommuting arrangement. The agreement must contain the following information:

1. Work Space: The employee must verify in the agreement that s/he will maintain a suitable remote work space, including:
 - a. An ergonomic seating arrangement and desk area;
 - b. Password protected internet access;
 - c. Phone access (cellular or land line).
2. Understanding of No Reimbursement: The employee must verify that s/he understands that the Texas Court of Criminal Appeals will not reimburse for any costs associated with the remote work space, including but not limited to:
 - a. Desk or desk area furniture;
 - b. Internet access;
 - c. Utilities;
 - d. Cellular or land line phone access;
 - e. Personal computer equipment used for remote access.
3. Transportation: The employee must verify that s/he has access to transportation in the event that the employee's supervisor requires the employee to report to the regularly assigned place of employment.
4. Work Schedule: The specific work schedule of an employee participating in a telecommuting agreement shall be agreed upon by the employee and his or her supervisor and described in the agreement. The schedule must take into account the regular hours of the Court.

5. A telecommuting agreement is subject to change at the discretion of the participating employee's supervisor for any reason.

B. Employee Availability and Communication

1. Participating employees shall be available during telecommuting as they would be if working at their regularly assigned place of employment. Specifically, they are expected to be available for contact by phone and email. A supervisor may require an employee to participate in a video conference with minimal advance notice.
2. Employees participating in a telecommuting agreement are expected to report to the regular place of employment every day except for the previously agreed upon telecommuting dates, unless otherwise approved by the supervisor or Presiding Judge as set out in this policy. Additionally, when operational needs require, an employee must report to the regularly assigned place of employment upon the supervisor's request. Employees will be given as much advance notice as feasible under the circumstances presented.

C. Liability

1. Injuries to Employee at Remote Work Site. The Texas Court of Criminal Appeals assumes no liability for injury at the remote work site for injury caused by any condition beyond the Court's control or caused by a condition created by the employee.
2. Injuries to Another at Remote Work Site. The Texas Court of Criminal Appeals assumes no liability for injury at the employee's remote work site to any other person who would not be in the work area if the work were being performed at the employee's regularly assigned work location.
3. Damages to or Loss of Personal Property. The Texas Court of Criminal Appeals will not be liable for damages to employee-owned equipment being used in telecommuting or that may result from telecommuting. The Court shall not be held responsible for costs, damages, or losses associated with the execution or termination of a Telecommuting Agreement.
4. Operating Costs. The Texas Court of Criminal Appeals will not be responsible for operating costs, home maintenance, or any other incidental costs (e.g. utilities, telephone, internet access, insurance) associated with the use of the employee's residence or other location used for telecommuting.
5. Materials and Supplies. The Court will not reimburse employees for out-of-pocket expenses for materials and supplies that are reasonably available

at the regularly assigned place of employment.

D. Duration/Termination of Telecommuting Agreement

The employee's supervisor or the Presiding Judge may, at any time and regardless of the reason, terminate a Telecommuting Agreement and require the participating employee to resume a normal work schedule at the regularly assigned place of employment. The Telecommuting Agreement is applicable until such time as it expires or is terminated. However, an employee's supervisor must review and reassess agreements for regular/"permanent" telecommuting at regular intervals, but at minimum, every six months.

Section III. Changes to the Telecommuting Policy

Changes to the Telecommuting Policy may be made by the Presiding Judge or by the Court with the Presiding Judge's approval at any time and for any reason.

Texas Court of Criminal Appeals Telecommuting Agreement

(to be signed and approved prior to implementation (or as close to as possible))

Employee Name

Job Title

Supervisor's Name

Date

Type of Telecommuting Requested (circle/highlight one only)

Regular/"permanent"

Accommodation (requires approval of
Presiding Judge)

Schedule

Day(s) of the week (circle/highlight all that apply):

Mon	Tues	Wed	Thurs	Fri
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Or date(s) (as appropriate): _____

Start/End Working Hrs: _____

No. of Hours per Day: _____

I, _____, verify that I have read and understood the Texas Court of Criminal Appeals Telecommuting Policy. I agree to abide by all terms included in the policy, including the following:

- I understand and agree that I will follow the schedule agreed to and outlined above and all applicable policies and procedures.
- I understand and agree that it is my obligation to maintain at my own expense a safe and suitable remote work space complete with an ergonomic seating arrangement and desk area.
- I understand and agree that I must ensure that non-work related events and personal activities are incidental and will not disrupt or interfere with work at the remote work site.
- I understand and agree that I must arrange for password protected internet access at my remote work location at my own expense.
- I understand and agree that I must arrange for my own phone access at my remote work location at my own expense.
- I understand and agree that I will use only a Court-issued laptop computer or a personal computer with up-to-date and protective software to conduct all Court business.

- I understand and agree that I must ensure that all sensitive and confidential information is protected and secure at the remote work site.
- I understand and agree that all Court business should be conducted over the secure VPN connection to the Court's servers or secure Court email.
- I understand and agree that should this secure connection experience technical difficulties, I am required to notify my supervisor immediately and may be required to report to the regularly assigned place of employment or take leave time (as appropriate and approved by my supervisor).
- I understand and agree that I will have access to transportation to the regularly assigned place of employment on short notice should I be asked to return.
- I understand and agree that travel time between the regularly assigned place of employment and the remote work location is not considered work time.
- I understand and agree that I must be able to perform my essential job duties from my remote work location.
- I understand and agree that, if I cannot perform my essential job duties at my remote work location to the same standard as at the regularly assigned place of employment, then I will be required to return to the regularly assigned place of employment.
- I understand and agree that I must work my normal hours of 8:00 a.m. to 5:00 p.m., unless otherwise approved above by my supervisor.
- I understand and agree that telecommuting is a non-essential privilege granted to me that may, at any time and for any reason, be terminated by my supervisor or the Presiding Judge of the Court.
- I understand and agree that I must strive to minimize my amount of unplanned absences when not telecommuting so as not to interfere with the ability of others to telecommute.
- I understand and agree to be flexible should I be called into the regularly assigned place of employment on my scheduled telecommuting day.
- I understand and agree that the telecommuting program is designed to promote positive office morale and I pledge that I will be communicative when telecommuting and with others that telecommute, flexible in response to changes in the telecommuting schedule, and positive about and supportive of telecommuting.

Employee

Date

Employee's Supervisor

Date

Presiding Judge (if needed for accommodation)

Date