

UMBC

TELEWORK POLICY AND AGREEMENT

UMBC #VII-11.00.01



Prepared by Human Resources

+

I. **PURPOSE:**

The purpose of this policy is to specify criteria for allowing selected employees of UMBC to work from home, a satellite office, or a Telework Center on selected workdays. This policy is written in compliance with State Personnel & Pension Article, Section 2-801 through Section 2-806 which mandates that each agency under the Executive Branch of State Government (encompasses USM) to develop a teleworking program for at least 10% of its eligible employees.

II. **DEFINITIONS:**

- a. Teleworking: working at a location other than the employee's customary worksite.
- b. Eligible Employee: an employee in a job identified, by the employee's supervisor, as being suitable for teleworking.
- c. Teleworker: a person who is regularly scheduled, for at least one-two day(s) per pay period, to work at home, a satellite office, or a Telework Center to produce an agreed upon work product.

III. **EMPLOYEE PARTICIPATION:**

Teleworking is voluntary on the part of the supervisor and employee. It is **not** an employee right. The supervisor will determine which employee(s) are in jobs suitable for teleworking. The employee must be suitable for teleworking; the employee must want to telework; and the supervisor must be willing to allow employee to telework. At the discretion of the supervisor, the employee will be permitted to telework on designated day(s). The following criteria shall be utilized in determining position(s) and employee(s) suitable for teleworking:

- a. The position has tasks which are portable and can be performed away from the main worksite. Such tasks include, but are not limited to: data analysis, reviewing grants/contracts, writing decisions/reports, setting up conferences, data entry, word processing, or phone-intensive tasks.
- b. The employee has a performance rating of "meets standards" in previous and current year.
- c. The employee does not need close supervision, or has mandated interaction with co-workers and/or public. If public contact is required, supervisor/manager must outline how the employee can meet the requirements for necessary face-to-face contact or other types of main office contact required by the job.
- d. The employee possesses a high level of skill and knowledge of the job.
- e. The employee is computer literate and has a designated space at the off-site location which would be necessary for the completion of tasks.
- f. Work of the position can be monitored with quantifiable tasks, quantity and quality should be measured as is currently being done in the office; for non-quantifiable or project-oriented tasks, measuring normally involves: establishing the nature and objective(s) of the tasks; setting a deadline or due date; and setting progress or status report/meeting dates.

III. TELEWORK AGREEMENT:

Once a position has been identified as suitable for teleworking, the supervisor and employee shall review and sign the:

- a. UMBC Telework Agreement (which outlines terms and conditions between employee and supervisor for the duration of the telework project);
- b. UMBC Remote Workplace Certification Checklist (which verifies that the remote worksite is suitable and functional for employee completion of assigned tasks); and
- c. UMBC Teleworker Plan (which identifies the tasks to be completed at the remote worksite).

These documents shall also receive the approval of the Department Head, Division Head and Department of Human Resources prior to the start of the telework project.

The telework agreement is voluntary and may be terminated by the employee or the supervisor at any time. In addition, the telework agreement is limited to the current supervisor/employee reporting relationship and is not guaranteed to continue into a new supervisory or reporting relationship.

IV. EMPLOYMENT AND DISCIPLINE:

The teleworker's duties, responsibilities, conditions of employment, salary and benefits shall be unaffected by teleworking. All work hours, overtime compensation (if applicable) and leave usage will continue to conform to the established University policies and procedures as well as the UMBC Teleworking Agreement. The University's established disciplinary procedures and drug and alcohol policies will remain in force and are not affected by the employee's status as a teleworker. The University will take appropriate disciplinary action against the teleworker for failure to comply with the provisions of the UMBC Telework Agreement.

UMBC TELEWORK AGREEMENT

This agreement, effective _____, is between _____ (hereinafter referred to as "Employee"), an employee of the _____ (hereafter referred to as "The University"). The parties, intending to be legally bound, agree as follows:

Scope of Agreement:

Employee agrees that teleworking is voluntary and may be terminated, by either the Employee or University, with or without cause.

Other than those duties and obligations expressly imposed on Employee under this agreement, the responsibilities and conditions of employment with the University remain unchanged. Employee's salary and participation in the pension, benefits, and University-sponsored insurance plans shall remain unchanged.

The terms "remote work location" or "remote workplace" shall mean Employee's residence or any remote office location approved by the University. The term "office" shall mean Employee's usual and customary University work address.

This agreement shall be construed, interpreted and enforced according to the laws of the State of Maryland.

Term of Agreement:

Employee's participation as a teleworker is entirely voluntary and is available only as long as Employee is deemed eligible at the University's sole discretion. There exists no right to telework. Either party may terminate Employee's participation as a teleworker, with or without cause, by providing 30 days notice, in writing, to the other. The University will not be held responsible for costs, damages or losses resulting from cessation of participation as a teleworker. This writing is not a contract of employment and may not be construed as one.

Compensation and Leave:

Employee agrees that work hours will conform to the terms agreed upon by Employee and the University. The Employee agrees to obtain advance supervisory approval before performing overtime work and before taking leave. Working overtime without such approval may result in termination of the teleworking privilege and/or other appropriate action.

Work Schedule and Work Status:

Employee agrees that the work schedule will be as designated in the attached Work Schedule. Any changes to the Work Schedule must be agreed to by Employee's supervisor in advance. Employee agrees to provide Employee's timekeeper with a copy of employee's Work Schedule. Employee agrees to maintain contact with the office as specified in the Work Schedule.

Employee agrees to perform only official duties and not conduct personal business while on work status at the remote work location. Personal business includes but is not limited to caring for dependents or making home repairs.

Employee agrees not to conduct any work-related meetings at the remote work location of that remote work location is the employee's residence.

Work Performance:

Employee agrees to provide regular reports, if required, by the supervisor to help judge work performance. Employee understands that a decline in work performance may result in termination of the agreement by the University.

Standards of Conduct:

Employee agrees to be bound by University regulations, policies and procedures while working at the remote workplace. Violation of the foregoing may result in termination of this agreement and the teleworking privilege. Nothing in this agreement precludes the University from taking any appropriate disciplinary or adverse action against the Employee if the Employee fails to comply with the provisions of this agreement.

University Equipment:

Dependent upon the nature of work to be performed during the telework cycle, use of University equipment may not be applicable/necessary. In the event the University must provide equipment for use by the Employee during the telework period, the Employee agrees that the use of equipment, software, data supplies and furniture provided by the University for use at the remote work location, is limited to authorized persons and for purposes related to work.

The University, at its sole discretion may choose to purchase equipment and related supplies for use by Employee while teleworking, or permit the use of Employee-owned equipment. The decision as to the type, nature, function and/or quality of electronic hardware (including, but not limited to, computers, video display terminals, printers, modems, data processors and other terminal equipment), computer software, data and telecommunications equipment (i.e., phone lines) shall rest entirely with the University. The decision to remove or discontinue use of such equipment, data and/or software shall rest entirely with the University. Equipment purchased for use by Employee shall remain the property of the University. The University does not assume liability for loss, damage or wear of Employee-owned equipment. Employee is responsible for installation, service and maintenance of any Employee-owned equipment used.

Employee agrees to take all reasonable precautions, including but not limited to, scanning all computer equipment and software for viruses prior to use, installation and/or transmission, to prevent the transmission of viruses, unauthorized software or code to any computer owned by the University or onto the University's Local Access Network (LAN).

In the event legal action is necessary to regain possession of Agency-owned equipment, software data and/or supplies, Employee agrees to pay all costs incurred by the University, including reasonable attorney fees.

In the event of University equipment failure or malfunction, Employee agrees to immediately notify the University in order to effect immediate repair or replacement of such equipment. In the event of delay in repair or replacement, or because of other circumstance, which make it impossible for Employee to telework, Employee understands that Employee may be assigned to do other work and/or assigned to another location, at the University's sole discretion.

Furniture, lighting, household safety equipment, incidental to use of University-owned equipment, software and supplies shall be appropriate for their intended use and shall be used and maintained in a safe condition, free from defects and hazards.

Supplies:

The Employee agrees to obtain from their office, all supplies needed for work at the remote workplace and understands that out-of-pocket expenses for supplies regularly available at the central office will not be reimbursed unless previously approved by the University.

Remote Workplace and Work Space:

The Employee agrees to designate a work space within Employee's remote work location for placement and installation of equipment. The work space must be adequate for performance of the Employee's official duties. Employee shall maintain this work space in a safe condition, free from hazards and other dangers to Employee and equipment. The site chosen as Employee's remote workplace must be approved by the University.

Inspections:

The Employee agrees that the University may make on-site visits to the remote work location for the purposes of determining that the site is safe and free from hazards, and to maintain, repair, inspect or retrieve University-owned equipment, software, data and/or supplies. The University must provide Employee with at least 24 hours notice of an inspection and make inspections only during normal working hours.

Reimbursement:

The Employee agrees that the University will not be responsible for operating costs, home maintenance, or any other incidental cost (e.g. utilities, insurance, etc.) whatsoever, associated with the use of the employee’s residence or computer equipment. The University will reimburse Employee for expenses authorized by Employee’s supervisor and incurred while conducting business for the University.

Liability for Injuries:

The Employee understands that Employee is covered under the Maryland Workers’ Compensation Law if injured in the course of actually performing duties at the office or at the remote workplace. Employee agrees to notify the supervisor immediately of any accident or injury that occurs at the remote workplace and to complete any required forms. The University agrees to investigate such a report immediately.

The Employee also understands that the University shall not be liable for damages to Employee’s personal or real property while Employee is working at the remote work location, except to the extent adjudicated to be liable under Maryland Law.

Security of Confidential Information:

The Employee agrees that all University-owned data, software, equipment, facilities and supplies must be properly protected and secured. University-owned data, software, equipment, facilities and supplies must not be used to create Employee-owned software or personal data. Employee will comply with all University policies and instructions regarding security of confidential information. Any software, products or data created as a result of work-related activities are owned by the University and must be produced in the approved format and medium.

The Employee agrees to protect University records from unauthorized disclosure or damage and will comply with all requirements of law regarding disclosure of University information.

Miscellaneous Conditions:

The Employee agrees to participate in all studies, inquiries, reports or analyses relating to teleworking for the University and understands that such studies and reports are public information. The release of such information shall not be inconsistent with existing laws or regulations regarding public information.

I affirm by my signature below that I have read this agreement and understand its subject matter.

Signature of Teleworker

Date

Signature of Immediate Supervisor

Date

Signature of Department Head

Date

Signature of Division Head

Date

Signature of Human Resources Representative

Date

UMBC's Telework Program Teleworker Work Schedule

The following work schedule and locations are agreed upon in support of UMBC's agreement:

Office Workplace

Address:
Phone Number:

Remote Workplace

Address:
Phone Number:

Estimated Distance Between Office Workplace and Remote Workplace: _____

Work Hours

Day	Hours	Location (R-Remote, M-Main)
Monday		
Tuesday		
Wednesday		
Thursday		
Friday		
Saturday		
Sunday		
Daily Lunch Period		

Flexible - to be determined through the Teleworker Work Plan

COMMENTS: _____

Teleworker: _____	Date: _____
Supervisor: _____	Date: _____

UMBC's Telework Program Teleworker Plan

This form is a guide for teleworkers and supervisors in planning work during telework periods. The use of this form is not mandatory; however, a work plan is encouraged to clearly define work expectations.

Teleworker's Name:
Days to Telework:

These are the conditions for teleworking agreed upon by the teleworker and the supervisor:

1. The following are the assignments to be worked on by the teleworker at the remote location with the expected delivery dates:

Assignments	Delivery Date	Percent Complete

2. The teleworker agrees to call the office to obtain his or her messages at least ____ times per day.
3. The teleworker agrees to obtain from the office all supplies needed for work at the alternate location, out of pocket expenses for supplies regularly available at the department will not normally be reimbursed.

Teleworker: _____	Date: _____
Supervisor: _____	Date: _____

UMBC's Telework Program Remote Workplace Self-Certification Checklist

Name:	Administration:
Remote Work Address:	
Remote Work Phone:	
Supervisor:	
<p>This checklist is designed to assess the overall safety of your remote workplace and to ensure that you have been properly prepared for teleworking. Upon completion, you should sign and return this form to your supervisor.</p>	
<p>Describe the workspace in your remote workplace:</p> 	

A. Work Space Environment

	Yes	No
1. Is the work space free of potential hazards that could cause physical harm (frayed wires, bare conductors, loose wires, exposed wires to the ceiling, frayed or torn carpeting seams, uneven floor surfaces)?	<input type="checkbox"/>	<input type="checkbox"/>
2. Are electrical outlets grounded (3 pronged)?	<input type="checkbox"/>	<input type="checkbox"/>
3. Are the rungs and legs, and wheels of the chairs sturdy?	<input type="checkbox"/>	<input type="checkbox"/>
4. Are the phone lines, electrical cords, and extension wires secured?	<input type="checkbox"/>	<input type="checkbox"/>
5. Is the office space neat, clean, and free of obstructions and excessive amounts of combustibles?	<input type="checkbox"/>	<input type="checkbox"/>
6. Is there enough light for reading?	<input type="checkbox"/>	<input type="checkbox"/>
7. Is a fire extinguisher easily accessible from the office space?	<input type="checkbox"/>	<input type="checkbox"/>
8. Is there a working (test) smoke detector within hearing distance of the workspace?	<input type="checkbox"/>	<input type="checkbox"/>
9. Is the area free from distractions (e.g., children)?	<input type="checkbox"/>	<input type="checkbox"/>

UMBC's Telework Program Remote Workplace Self-Certification Checklist

B. Employee Orientation

	Yes	No
1. Have you read UMBC's Teleworker's Policy & Agreement?	<input type="checkbox"/>	<input type="checkbox"/>
2. Have you been provided with a copy of your signed Teleworking Agreement?	<input type="checkbox"/>	<input type="checkbox"/>
3. Have you discussed your work schedule with your supervisor?	<input type="checkbox"/>	<input type="checkbox"/>
4. Have you completed the Teleworker Work Plan?	<input type="checkbox"/>	<input type="checkbox"/>
5. If you have been issued University equipment, have you been briefed on the care of the equipment?	<input type="checkbox"/>	<input type="checkbox"/>
6. Have you discussed your performance expectations with your supervisor?	<input type="checkbox"/>	<input type="checkbox"/>
7. Have you been provided with relevant telephone directories and electronic reports?	<input type="checkbox"/>	<input type="checkbox"/>

I certify that all information contained in this check list is true and complete to the best of my knowledge. I authorize _____ to inspect the remote work location provided I am given 24 hours notice of the inspection. I understand that any erroneous, misleading or fraudulent information is sufficient grounds for my preclusion from teleworking and/or disciplinary action.

Teleworker

Date

Supervisor

Date

Suggestions For Setting Up The Home Office

The following information is provided to assist you in designing your home workstation. An adequate workstation should be safe, comfortable, and should facilitate your job performance.

The following information will familiarize you with many of the desirable aspects of an office work environment. If you suspect that something is hazardous, but are not sure, you can contact your Agency Risk Manager for assistance. **It is recommended that you maintain this information as a reference source.**

WORKSTATIONS

In the office environment, the work station consists primarily of a phone, work surface and a chair. Your job may also require computer equipment and possibly other related items.

Individual body size must be considered and will influence the design of the chair, the height of the work surface and access to various elements of the work station, including the computer screen. A height-adjustable work surface is an advantage. In general, a good work surface will provide as many adjustable features as possible.

Following are some tips on the use and design of typical workstations:

- Sit up straight, keeping your neck as nearly vertical as comfortable. Improper neck, arm, and wrist positioning are typical causes for strains, other injuries, and discomfort.
- Common recommendations are to have your computer screen at an arm's length from your face and slightly below eye level.
- Use pads or other devices to comfortably support your wrists when using a keyboard. Keep your arms and wrists straight (try not to bend your wrists).
- Reduce eyestrain by temporarily looking away from the computer screen, doing eye exercises, switching to other work or adjusting the brightness of the computer screen.

THE DESK

The height of the work surface should be comfortable for typical uses (computer work, writing, or reading). Conventional desk surfaces are usually about 29 inches high, which is adequate for many tasks. The height recommended for a computing surface is approximately 26 inches.

THE CHAIR

The chair is probably the most important piece of furniture in the work station. The seat should be adjustable, and the height (measured from the floor) of the top surface of the seat should be 15 to 21

inches. The backrest should be adjustable (height and angle) and should provide support for the teleworker's lower back. Armrests should be substantial enough to provide support, but not so large as to be in the way.

LIGHTING

The lighting in the workstation can affect comfort, visibility, and performance. Whether you are using natural daylight or artificial lighting, it should be directed toward the side or behind your line of vision, not in front or above it. Bright light sources can bounce off working surfaces and diminish your sense of contrast.

NOISE

Depending on your personality and work style, noisy or totally noise-free environments can be distracting and stressful. Some background sound such as music can be beneficial in maintaining a level of productivity and reducing boredom.

Policy Number: VII-11.00.01

Policy Section:

Responsible Administrator:

Responsible Office:

Approved by President:

Originally Issued:

Revision Date: