UNIVERSITY OF MARYLAND
UNIVERSITY SENATE

1100 Marie Mount Hall
College Park, Maryland 20742-7541
Tel: (301) 405-5805 Fax: (301) 405-5749
http://www.senate.umd.edu

To: Jordan Goodman, Chair, University Senate

From: James Bond, Chair, Senate Staff Affairs Committee

Date: March 31, 2017

Re: Telework Guidelines and Protocol (Senate Document #15-16-25)

I am writing on behalf of the Staff Affairs Committee to inform you of additional action related to the Telework Guidelines and Protocol (Senate Document #15-16-25). As you may recall, in the spring of 2016 the committee developed several teleworking resources, including Teleworking Guidelines and a Teleworking Agreement, in collaboration with University Human Resources (UHR). These were sent to the Senate Executive Committee (SEC) on March 11, 2016, with a request that they be forwarded to UHR as an administrative recommendation. On April 27, 2016, the Assistant Vice President of University Human Resources notified the SEC that UHR would be delaying adoption of the new resources until it could review them with the Office of General Counsel (OGC), and assess the ramifications of expected changes to the Fair Labor Standards Act (FLSA).

On January 9, 2017, representatives of the Staff Affairs Committee, the Senate Office, the OGC, and UHR met to discuss the teleworking resources. UHR explained that concerns regarding FLSA were no longer relevant, given the anticipated changes had been put on hold by a federal judge. At the meeting, the OGC discussed specific areas of concern with the teleworking resources. UHR revised the Teleworking Guidelines and Agreement to incorporate OGC's feedback and address additional concerns related to employee accountability. UHR returned these revised drafts to the Staff Affairs Committee on January 11, 2017.

The Staff Affairs Committee discussed the revisions over the course of three committee meetings, two of which involved representatives from UHR. Committee members expressed concern that the tone of the materials had shifted to one that was much less welcoming to employees and that did not accurately communicate that teleworking can be beneficial to both the University and the worker. Members also noted UHRs drafts did not allow the University the discretion to provide equipment to employees, which they felt was unnecessarily restrictive. Ultimately, the Staff Affairs Committee and Assistant Vice President of UHR agreed on final versions of the Teleworking Guidelines and Agreement (the committee voted to approve the revisions by an email vote concluding on March 23, 2017). Final versions of these documents are attached. Also attached are additional resources UHR adapted from the state's teleworking materials, though the committee did not review them.

At this point, the Staff Affairs Committee believes it has completed its work on this item. If you have any additional questions or concerns, please let me know.

cc: rm/at

Enclosures: Guidelines for Telework, Telework Agreement, Remote Workplace Self-Certification Checklist, Teleworker Work Plan, Teleworker Work Schedule

University of Maryland Guidelines for Telework

The University of Maryland supports telework as an option for employees in situations where it is requested by the employee or the supervisor, benefits the Department and business operations, and where the employee's position is suitable for a telework arrangement.

Telework is an option for suitable positions and eligible employees, though it is not a right for all employees, and is not possible for all positions. The employee's supervisor is responsible for determining which jobs are suitable for teleworking, regardless of the type, and must define the circumstances under which they are to be performed.

The following information provides insight into telework and the factors that must be considered before a **Telework Agreement** is approved.

What is telework?

- **Telework** is completing the same work normally performed at the workplace, but doing it from home (or other location away from the office).
- **Remote work** is a specific type of Telework which is designed for off-site work. Remote workers use their home or other remote work location as their primary work location and they are rarely in the organization's workplace.
- Telework *is not* working at home after hours (for example, to write reports or to catch up on email).
- Telework *is not* a substitute for childcare, elder care, and/or any type of caregiving; the employee must continue to make arrangements for child or dependent care to the same extent as if the employee was working from the University worksite.
- ***Telework can be requested by the employee or supervisor but, must be approved or denied by an employee's supervisor.*** A Telework agreement can be suspended or eliminated at any time by the supervisor or the employee.

What are the benefits of telework?

- Greater work efficiency and productivity resulting from fewer interruptions and/or disruptions that are typical at the University worksite.
- Supports continuity of operations by making working remotely a practiced routine in case a campus emergency prevents workers from being able to access their worksite.
- Staff may save time and money due to reduced commutes, and also reduce carbon dioxide emissions and pollution due to reduced commutes.

How does an employee know if telework is an option for them?

- The employee should review their position description to fully understand all of the duties and responsibilities of the job. A position suitable for telework has documented duties and responsibilities that can be performed off-site.

- The employee's position must be deemed suitable for telework by their supervisor or manager. The nature of their work, the scope of responsibility, the impact to co-workers and the overall operation of the unit, as well as other factors, will determine whether or not their position is suitable for telework.
- The employee must have successfully completed the required probationary period for their current position (unless working off-site or remotely is part of their position description on file in UHR); must have worked in the current position for a minimum of 12 months; and must have received a rating of ***Meets Expectations*** in all categories on their most recent PRD for their current position.
- Typically, positions that include a high level of customer contact or work that requires employees to be on-site for significant portions of the day are not suitable for telework.
- To be eligible for telework, supervisors must consider the employee to be in good standing; rated the most recent PRD at the level of ***Meets Expectations*** or higher in all categories; and must believe the employee is fully capable of efficiently and effectively working off-site without supervision.

What other factors need to be considered regarding telework?

- Employees are responsible for having an appropriate work area when teleworking – free from hazards to the employee. The University is not responsible for any costs associated with the remote worksite.
- Employees are expected to ensure the confidentiality and security of all information and data with which they are working. Employees who handle sensitive information (such as student or employee names, addresses, University ID numbers, financial or other personnel data) should be extremely careful about transporting such information between home and the office, as well as safeguarding such information while off-site.
- The University is not responsible for any equipment costs associated with teleworking, but may provide necessary equipment at the discretion of the unit.
- Expenses for office supplies should be discussed prior to finalizing the Telework arrangement and prior to any purchase. In accordance with UMD policy, it is unlikely that a department/unit will reimburse an employee for certain expenses, such as internet access or printer supplies (for example, paper and ink cartridges), telephone, internet, and other costs associated with working offsite.
- If an employee is injured in the course of doing their job, including if the employee is Teleworking, the employee may be eligible for Workers' Compensation.

How does an employee request telework?

- Employees should talk to their supervisor in person about their interest in a Telework arrangement. The discussion should include: the suitability of their position, their eligibility, and their ability to work off-site successfully, including meeting deadlines and timely completion of deliverables. The Office of Staff Relations in University Human Resources (UHR) is available to assist with questions about how to create the Telework Agreement.
- Draft a proposed schedule and time frame (short or long-term) including how they will be accessible, communicate effectively, and what type of work and/or deliverables will be

accomplished while working off-site.

Can a telework request be denied?

- Yes, a telework request can be denied for many reasons including but not limited to:
    - Supervisor determines that position is not suitable for telework
    - Employee has not completed probation period
    - Employee is not in good standing
    - Supervisor determines employee/position needs on-site supervision
- Every supervisor has the right and responsibility to determine what is best for the department and overall business operations. Again, telework is not an entitlement for employees; it is not a guaranteed work arrangement.

What steps are taken once telework has been approved?

- Employee is given the *Telework Agreement* to review.
- The employee and supervisor determine the telework schedule, including days, hours, and duration of the arrangement. Expectations around communication, deliverables, work flow, work quality, work quantity, and overall performance are outlined and attached to signed agreement. The Remote Workplace Self-Certification checklist will be completed by the employee, returned to the supervisor and attached to signed agreement.
- An effective start date is determined and both the employee and supervisor sign the Telework Agreement.

Signing the Telework Guidelines means that it has been reviewed and agreed upon by the undersigned parties and they agree to abide by the guidelines for telework at UM. A signed copy will be given to the employee, employer, and a copy will be attached to the Telework agreement and placed in the employee's departmental record.

_____	_____
Teleworker	**Date**
_____	_____
Supervisor	**Date**

UNIVERSITY OF MARYLAND

TELEWORK AGREEMENT

This agreement confirms the telework arrangement for _____ ***(employee)***, _____ ***(job title)*** in _____ ***(department/division)***.

1. By signing this agreement, the employee confirms that s/he has reviewed, understands, and agrees to abide by its terms and applicable University and Department policy and provisions, which include but are not limited to those for:

   - work hours, accessibility, and job performance
   - use of and responsibility for UMD owned equipment and resources
   - establishing a work space
   - safety and ergonomics
   - work related injuries
   - confidentiality of information and data
   - intellectual property
   - revocability of the agreement

2. ***Terms of Employment***: This telework agreement is not a contract of employment and does not provide any contractual rights to continued employment. It does not alter or supersede the terms of the existing employment relationship. The employee remains obligated to comply with all University rules, policies, practices, procedures, and instructions that would apply if the employee were working at the regular University worksite. Work products the employee develops or produces while telecommuting remain solely the property of the University of Maryland.

   Work hours, compensation, and leave scheduling while teleworking must conform with and adhere to applicable UMD or USM policies, and the *Memorandum of Understanding* (if applicable). The employee's supervisor must pre-approve requests to work overtime or use accrued leave in the same manner as when the employee works at the regular University worksite.

   Nothing in this Agreement precludes the supervisor, department, and/or 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 policies and procedures related to drug and alcohol use are not affected by the Telework Agreement or the employee's status as a teleworker.

   This Agreement shall be construed, interpreted, and enforced according to the laws of the State of Maryland. It is the employee's responsibility to determine any tax implications of maintaining a remote worksite in the employee's home.

   The supervisor retains the right to modify the Agreement on a temporary basis as a result of business necessity or as a result of a request by the employee that is supported by the supervisor. Any modification of this agreement shall be in writing. A copy of the written modification shall be given to the employee, and a

copy shall be placed in the employee's department file.

3. ***Duration of Commitment & Reversibility***: This telework arrangement shall begin on _____ and continue until _____ or until ended by the employee or employer. Should the employee wish to terminate the teleworking arrangement, the employee agrees to provide a minimum of 7 calendar days' advance notice to the employer.

   Continuation of the agreement is subject to review at any time and may be revoked at any time by the employer. The employer shall provide a minimum of 7 calendar days' notice prior to termination of the agreement.

   The continuation or termination of this agreement by the employee or employer shall be in writing and shall be provided with a minimum of 7 calendar days' notice. However, the employer may give less than 7 calendar days' notice if the change is due to operational need, performance concerns, or disciplinary reasons.

4. ***Telework Assignment, Accountability and Performance Measurement***: Documentation detailing the employee's telework assignment(s), performance and communications expectations, and work schedule ***must*** be attached and is incorporated into this Agreement.

   The employee agrees to stay current on department and work group events and to facilitate communication with customers and co-workers who may need to interact with the employee while teleworking. The employee also agrees to keep the supervisor informed of progress on assignments worked on at the alternate worksite and any problems encountered while teleworking. The employee agrees to structure his or her time to ensure attendance at required meetings as scheduled or designated by the supervisor. The supervisor agrees to facilitate communication within the workgroup.

5. ***Equipment, Equipment Insurance, and Office Supplies*:** University-owned resources may only be used for University business. The employee is responsible for ensuring that all items are properly used.

   The employee agrees to take reasonable steps to protect any University property from theft, damage, or misuse. This includes maintaining data security and record confidentiality to at least the same standard as when working at the regular University worksite.

   The employee shall comply with all departmental/unit and University policies and instructions regarding security of confidential information. The employee agrees to work with his or her department IT unit and/or the Division of Information Technology (DIT) to secure his or her personal computer through the use of VPN, disk encryption, and/or other technologies.

   The employee agrees to protect departmental/unit records from unauthorized disclosure or damage, and shall comply with all requirements of law regarding disclosure of departmental/unit or University information. If a data or security breach occurs and University records may have been compromised, the employee shall immediately report the issue to both his or her supervisor and department head.

   The employee agrees to adhere to Policy X- 1.00(A), *Policy on the Acceptable Use of Information Technology Resources*.

   The employee shall comply with all licensing agreements for the installation and use of University owned software, including software installation on multiple computers. The employee shall not copy University owned software in any manner unless such copying is expressly permitted by the licensing agreement. Depending on the circumstances, the employee may be responsible for any damage to or loss of University property.

   When the employee uses personal equipment, software, data, supplies, and furniture, the employee is responsible for maintenance and repair of these items unless other arrangements have been made in

advance and in writing with the supervisor. The University assumes no responsibility for any damage to, wear of, or loss of the employee's personal property.

The employee agrees to return in good working order and in a timely fashion all University-owned items used at the alternate worksite upon request or if the Telework Agreement is discontinued for any reason. If the University must initiate legal action to regain possession of University-owned property, the employee agrees to pay all costs incurred by the University.

6. ***Telework Site Safety and Ergonomics*:** The employee and the employer agree to work together to ensure that the alternate worksite is safe and ergonomically suitable. A Remote Workplace Self-Certification Checklist shall be completed by the employee and ***must*** be attached and incorporated into this Agreement.

   The employee's University supervisor may make on-site visits to the employee's telework site, at a mutually agreed upon time, to ensure that the designated work space is safe and free from hazards and to maintain, prepare, inspect, or retrieve University-owned equipment, software, data supplies, and furniture.

   The employee will be covered by workers' compensation, and may be eligible for benefits for job-related injuries that occur in the course and scope of employment while teleworking. The employee remains liable for injuries to third parties and/or members of the employee's family on the employee's premises.

7. ***Signature*:** Signing this Telework Agreement means that it has been reviewed and agreed upon by the undersigned parties and they agree to abide by the University of Maryland Guidelines for Telework. A signed copy shall be given to the employee, employer, and a copy shall be placed in the employee's departmental record.

Employee's signature	Date
Supervisor's signature	Date
Department head's signature (if required)	Date

Cc: Personnel file

UNIVERSITY OF MARYLAND REMOTE WORKPLACE SELF-CERTIFICATION CHECKLIST

Name: _____ Department: _____

Telework Address: _____

Telework Phone: _____

Supervisor: _____

This checklist is designed to assess the overall safety of your remote workplace and to ensure that you have space that has been properly prepared for teleworking. Upon completion, you shall sign and return this form to your supervisor and it must be attached to the Telework agreement.

Describe the workspace in your remote workplace location:

Work Space Environment

1. Is the work space free of potential hazards that could cause physical harm (frayed or loose wires, bare conductors, exposed wires to the ceiling, frayed or torn carpeting seams, uneven floor surfaces)? ___ Yes ___No

2. Are electrical outlets grounded (3-pronged)? ___ Yes ___No

3. Do chairs have any loose casters (wheels)? ___ Yes ___No
   Are the rungs and legs of the chairs sturdy? ___ Yes ___No

4. Are the phone lines, electrical cords, and extension wires secured? ___ Yes ___ No

5. Is the office space neat, clean, and free of obstructions and excessive amounts of combustibles? ___ Yes ___ No

6. Is there enough light for reading? ___ Yes ___ No

7. Is a fire extinguisher easily accessible from the office space? ___ Yes ___ No

8. Is there a working (test) smoke detector within hearing distance of the workspace? ___ Yes ___ No

9. Is the area free from distractions (i.e. children)? ___ Yes ___ No

_____ _____

Teleworker **Date**

_____ _____

Supervisor **Date**

UNIVERSITY OF MARYLAND TELEWORKER WORK PLAN

This form is a guide for teleworkers and supervisors in planning work during telework periods. The form may be altered as necessary by the supervisor and employee. The use of this form is not mandatory; however a work plan is required to clearly define work expectations and must be attached to the Telework Agreement.

Teleworker 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 workplace and expected delivery dates:

Assignments	**Delivery Date**	**Percent Complete**
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

2. The teleworker agrees to call their office phone to collect phone messages at least _____ times per day. The teleworker agrees to check their e-mail at least _____ times per day. The teleworker agrees to be on instant messaging between the hours of _____ and _____ to receive/provide information and instructions.

3. The teleworker agrees to obtain from the main office all supplies needed for work at the remote workplace. Out of pocket expenses for supplies regularly available at the main office will not normally be reimbursed unless prior authorization is given.

_____ _____
Teleworker **Date**

_____ _____
Supervisor **Date**

UNIVERSITY OF MARYLAND TELEWORKER WORK SCHEDULE

This form is a guide for teleworkers and supervisors in planning work schedule(s) during telework periods. The form may be altered as necessary by the supervisor and employee. The use of this form is not mandatory; however a work schedule is required to clearly define work expectations and must be attached to the Telework Agreement.

Teleworker Name: _____

Main Office Workplace

ADDRESS: _____
_____

PHONE NUMBER: _____

Remote Workplace

ADDRESS: _____
_____

PHONE NUMBER: _____

Work Hours

Day	**Hours**	**Location** **(R-Remote, M-Main)**	**Commuting Miles Saved** (optional)
Monday	_____	_____	_____
Tuesday	_____	_____	_____
Wednesday	_____	_____	_____
Thursday	_____	_____	_____
Friday	_____	_____	_____
Saturday	_____	_____	_____
Sunday	_____	_____	_____
Daily Lunch Period	_____	_____	**Total Miles** _____

COMMENTS:

Teleworker: _____ **Date:** _____

Supervisor: _____ **Date:** _____